



# A G E N D A

## REDMOND CITY COUNCIL MEETING NOVEMBER 15, 2016 7:30 PM

COUNCIL CHAMBER, CITY HALL  
15670 NE 85TH STREET

**MAYOR**  
John Marchione  
**COUNCILMEMBERS**  
Hank Margeson, President  
Kim Allen, Vice-President  
Angela Birney  
David Carson  
Hank Myers  
Byron Shutz  
John Stilin

Redmond City Council Agendas, Meeting Notices, and Minutes are available on the City's Web Site:  
<http://www.redmond.gov/CouncilMeetings>

FOR ASSISTANCE AT COUNCIL MEETINGS FOR THE HEARING OR VISUALLY IMPAIRED:  
Please contact the City Clerk's office at (425) 556-2190 one week in advance of the meeting.

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### I. SPECIAL ORDERS OF THE DAY

### II. ITEMS FROM THE AUDIENCE

### III. CONSENT AGENDA

#### A. Consent Agenda

1. Approval of the Minutes
2. Approval of Payroll/Direct Deposit and Claims Checks
3. AM No. 16-224(C3): Approval of an Interlocal Agreement with the Puget Sound Regional Council Regarding a Household Travel Survey, in the Amount of \$75,000 Planning
4. AM No. 16-225(C4): Approval of Library Board of Trustees Appointment: Melissa Stuart Executive  
Approval of Parks and Trails Commission Appointment: Kerry Monterey
5. AM No. 16-226(C5): Approval of Final Contract in the Amount of \$2,155,742.88 with A-1 Landscaping and Construction, Inc., and Acceptance of Construction: 2013-2014 Sidewalk Improvement Program, Project No. 20021309 Public Works
6. AM No. 16-227(C6): Approval of Award of Bid in the Amount of \$451,469.86 to Trinity Contractors, Inc., for the 2015-2016 Targeted Safety Improvement Program (TSIP) and Traffic Calming, Project Nos. 20021505 and 20021506 Public Works
7. AM No. 16-228(C7): Approval of Supplemental Agreement No. 1 in the Maximum Amount of \$781,753 with Perteet, Inc for Final Design and Right-of-Way Services for the 152nd Avenue Main Street Project Planning

- |    |  |           |
|----|--|-----------|
| 8. | AM No. 16-229(C8): Approval of Ground Lease Between City of Redmond and Hopelink for Sammamish River Business Park                                     | Executive |
| 9. | AM No. 16-230/OR No. 2851(C9)Approval of an Ordinance Amending the 18-Year Transportation Facilities Plan, a Chapter of the Transportation Master Plan | Planning  |

#### **IV. HEARINGS AND REPORTS**

##### **A. Public Hearings**

- |    |  |         |
|----|--|---------|
| 1. | AM No. 16-231: PUBLIC HEARING: 2017-2018 Biennial Budget | Finance |
|----|--|---------|

##### **B. Reports**

- |    |  |           |
|----|--|-----------|
| 1. | Staff Reports  |           |
| a. | AM No. 16-232: City of Redmond Draft 2017 State Legislative Agenda | Executive |
| 2. | Ombudsperson Report  |           |
| 3. | Committee Reports  |           |

#### **V. UNFINISHED BUSINESS**

#### **VI. NEW BUSINESS**

#### **VII. EXECUTIVE SESSION**

#### **VIII. ADJOURNMENT**

#### **IX. STUDY SESSION (IMMEDIATELY FOLLOWING REGULAR MEETING)**

- |    |                                 |              |
|----|---------------------------------|--------------|
| A. | Low Impact Development Policies | Public Works |
| B. | 2017-2018 Biennial Budget       |              |
| C. | Council Talk Time               |              |
| 1. | Council Retreat Planning        |              |

## **REDMOND CITY COUNCIL AGENDA SECTION TITLE REFERENCE GUIDE**

**ITEMS FROM THE AUDIENCE** provides an opportunity for citizens to address the Council regarding any issue. Speakers must sign their intention to speak on a sheet located at the entrance of the Council Chamber, and limit comments to **four minutes**.

The **CONSENT AGENDA** consists of routine items for which a staff recommendation has been prepared, and which do not require further Council discussion. A council member may ask questions about an item before the vote is taken, or request that an item be removed from the Consent Agenda and placed on the regular agenda for more detailed discussion. A single vote is taken to approve all items remaining on the Consent Agenda.

**PUBLIC HEARINGS** are held to receive public comment on important issues and/or issues requiring a public hearing by State statute. Citizens wishing to comment will follow the same procedure as for 'Items from the Audience', and may speak after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment. The Council then proceeds with its deliberation and decision making.

**STAFF REPORTS** are made to the Council by the department directors on issues of interest to the Council which do not require Council action.

The **OMBUDSPERSON REPORT** is made by the Councilmember who is serving as ombudsperson. The ombudsperson designation rotates among Council members on a monthly basis. She/he is charged with assisting citizens to resolve problems with City services. Citizens may reach the ombudsperson by calling the Mayor's office at (425) 556-2101.

The **COUNCIL COMMITTEES** are created to advise the Council as a whole. They consider, review, and make recommendations to the Council on policy matters in their work programs, as well as issues referred to them by the Council.

**UNFINISHED BUSINESS** consists of business or subjects returning to the Council for additional discussion or resolution.

**NEW BUSINESS** consists of subjects which have not previously been considered by Council and which may require discussion and action.

**ORDINANCES** are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after they are published in the City's official newspaper.

**RESOLUTIONS** are adopted to express Council policy or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

**QUASI-JUDICIAL** proceedings are either closed record hearings (each side receiving ten minutes maximum to speak) or public hearings (each speaker allotted four minutes each to speak). Proceedings are those in which the City Council determines the rights or privileges of specific parties (Council Rules of Procedure, Section IV., J).

**EXECUTIVE SESSIONS** - all regular and special meetings of the City Council are open to the public except for executive sessions at which subjects such as national security, property acquisition, contract bid negotiations, personnel issues and litigation are discussed.

## **CALL TO ORDER AND ESTABLISHMENT OF QUORUM**

A Regular Meeting of the Redmond City Council was called to order by Mayor Marchione at 7:30 p.m. in the Council Chambers. Council members present and establishing a quorum were: Allen, Birney, Carson, Margeson, Myers, Shutz, and Stilin.

At this time, Mayor Marchione noted that without objection, an Executive Session would be added to the end of the meeting's agenda per RCW 42.30.110(1)(i), to discuss potential litigation, for approximately ten minutes. No objection was heard and the item was added to the agenda.

## **ITEMS FROM THE AUDIENCE**

Mayor Marchione opened Items from the Audience at this time.

The following persons spoke regarding the Union Shares LLC property and the Evans Creek relocation project: Mr. Robert DeWolf, Ms. Cindy Alia, and Ms. Cherie Cooper.

The following person spoke regarding gas-powered leaf blowers and alternative ways for removing leaves: Mr. David Morton.

The following person spoke regarding a planned prayer vigil on the steps of City Hall on election night: Ms. Janet Richards.

The following person spoke regarding budgeting for replacing the Hartman Pool with a neighborhood center: Mr. Bob Yoder.

There being no others present wishing to address the Council, Mayor Marchione closed the Items from the Audience segment of the meeting.

## **CONSENT AGENDA**

MOTION: Councilmember Margeson moved to approve the Consent Agenda. The motion was seconded by Councilmember Allen.

1. Approval of the Minutes: Special Meeting of Monday, October 3, 2016 and Regular Meeting of Tuesday, October 18, 2016
2. Approval of Payroll/Direct Deposit and Claims Checks



PAYROLL/DIRECT DEPOSITS AND WIRE TRANSFERS:

#181912 through #181964  
#032484 through #033201  
#698 through #702  
\$2,829,857.67

#033202 through #033208  
#703 through #703  
\$4,038.70

CLAIMS CHECKS:

#402897 through #403207  
\$3,270,455.40

3. AM No. 16-220(C3): Approval of Library Board of Trustees Appointment: Kara Simon

VOTE: The motion to approve the Consent Agenda passed without objection. (7 - 0)

At this time, City Attorney Jim Haney swore in Ms. Kara Simon to the Library Board of Trustees. Members of the Council congratulated Ms. Simon on her confirmation to the position.

**HEARINGS AND REPORTS**

STAFF REPORTS

- a. AM No. 16-221: Sound Transit E360 Master Plan Ordinance Adoption and Modification

Mr. David Lee, Senior Planner, stated that in November 2011 two light rail stations were approved in Redmond. The master plan was adopted by the City Council in October 2014. The process will be finalized with an ordinance that will include site design changes. Staff is proposing holding a public hearing at the December 6, 2016, regular business meeting.

Members of the Council discussed approval of the modifications; relocation of the bridge and the impacts to pedestrian traffic; design changes; and bringing the item to the next Planning and Public Works Committee meeting.

- b. AM No. 16-222: Household Travel Survey Interlocal Agreement

Mr. Patrick McGrath, Planner, stated that this is an agreement with the Puget Sound Regional Council to allow the City to

jointly procure a travel survey for \$75,000. This joint approach will save the City approximately \$15,000. The funding will come from approved existing sources.

Members of the Council queried regarding acquiring data from previous studies and providing input on what questions are asked of the survey participants.

c. AM No. 16-223: Proposed Land Use Appeal Fee

Mr. Lee stated that the fee schedule update will include an increase in the appeal fee and adding an hourly planning review fee for the renewal of an expired permit.

Members of the Council commented regarding the one-year limitation for renewal of an expired permit and accounting for extenuating economic circumstances; appeal costs and full cost recovery; waiving or refunding the appeal fee; and court fees.

City Attorney Jim Haney responded to questions regarding filing fees and refunds in Superior Court.

Members of the Council had no objection to this item being brought forward for approval at the December 6, 2016, regular business meeting.

OMBUDSPERSON REPORT

Councilmember Myers reported receiving citizen contacts regarding:

- several estate sale A-board signs placed by a business in a neighborhood that were larger than authorized and a corresponding electronic sign advertisement;
- planned power outage;
- process for having a new traffic signal installed;
- a general comment regarding FAA arrival pattern noise, not specific to Redmond;
- a concern regarding the LOOP shuttle stop signage location;
- a complaint of a marijuana retail store siting on Leary Way;
- new City regulations and compliance regarding non-monitored burglar alarms; and
- a non-resident complaint regarding actions and treatment by Redmond Police.

All matters have been responded to and are being addressed by staff in follow-up where needed.

November 1, 2016

Councilmember Stilin inquired regarding the complaint of the siting of the retail marijuana stores and possible interference from a competitive standpoint.

Councilmember Margeson stated that there is a pending citizen comment regarding left turn lanes on 166<sup>th</sup> Avenue NE needing Ombudsperson response.

Councilmember Margeson reported receiving citizen comments regarding a reconstruction permit; vandalism at the Redmond Transit Center; and two community projects.

#### COMMITTEE REPORTS

##### Finance, Administration, and Communications Committee

Councilmember Stilin reported regarding items discussed during the October 25, 2016, committee meeting.

##### Parks and Human Services Committee

Councilmember Birney reported regarding items discussed during the November 1, 2016, committee meeting.

##### Regional Transit Committee

Councilmember Margeson reported that there was a robust discussion on Metro Connects.

#### **EXECUTIVE SESSION**

Mayor Marchione noted the Council would recess into Executive Session at this time to discuss Potential Litigation for approximately ten minutes, the regular business meeting will adjourn at the conclusion of the session, and a study session will convene immediately following.

*(The meeting recessed into Executive Session at 8:46 p.m.)*

#### **ADJOURNMENT**

There being no further business to come before the Council the regular meeting adjourned at 8:56 p.m.

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JOHN MARCHIONE, MAYOR

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CITY CLERK

*Minutes Approved: November 15, 2016*

2016-140



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** November 15, 2016

**SUBJECT: Approval of an Interlocal Agreement with the Puget Sound Regional Council Regarding a Household Travel Survey, in the Amount of \$75,000**

**I. RECOMMENDED ACTION**

Authorize the Mayor to sign an agreement with the Puget Sound Regional Council to transfer funds from the City of Redmond to PSRC for the purpose of purchasing additional travel survey samples within Redmond.

**II. DEPARTMENT CONTACTS**

Rob Odle, Director, Planning and Community Development, 425-556-2417

Don Cairns, Manager, Transportation Planning and Engineering, 425-556-2834

Patrick McGrath, Planner, Transportation Planning and Engineering, 425-556-2870

**III. DESCRIPTION/BACKGROUND**

This agreement would allow the City of Redmond to jointly procure household travel survey services with the Puget Sound Regional Council (PSRC). If the agreement is authorized, the City would join with PSRC in procuring a survey firm and would buy approximately 450 additional samples within the city limits beyond what the PSRC would otherwise have targeted for Redmond.

The cost of these additional samples is \$75,000, or approximately \$160 per sample, with funding coming from previously-approved sources. The last time Redmond conducted a travel survey the cost was over \$200 per household plus staff time; this cooperative approach will cost \$160 per household and PSRC would administer the contract, saving \$18,000 in direct costs and many hours of staff time. Survey results will be statistically valid and are needed for use in travel demand forecast model calibration and other transportation planning purposes.

**IV. IMPACT**

A. **Service/Delivery:** Statistically valid travel data helps staff better evaluate transportation planning alternatives and can lead to better long-term decision making.

B. **Fiscal:** No new funding necessary. The \$75,000 that this agreement authorizes for transfer to PSRC would come from a previously-approved source. This joint procurement approach will save \$18,000 and many hours of staff time.

**V. ALTERNATIVES TO STAFF RECOMMENDATION**

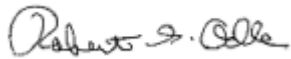
If the agreement is not authorized then staff would pursue an independent household survey effort within the next two years, assuming funding is available.

**VI. TIME CONSTRAINTS**

The PSRC is proceeding with procurement so prompt action is necessary if Redmond is to participate in the consultant selection process.

**VII. LIST OF ATTACHMENTS**

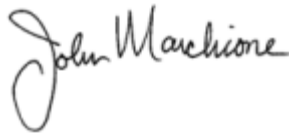
Attachment A: Agreement to Purchase Travel Survey Samples



\_\_\_\_\_  
**Robert G. Odle, Director of Planning and Community  
Development**

**11/04/2016**

**Date**



Approved for Agenda \_\_\_\_\_

**John Marchione, Mayor**

**11/04/2016**

**Date**

## **The City of Redmond**

### **AGREEMENT**

#### **FOR**

#### **Contributions to the 2017 Puget Sound Regional Household Travel Survey Program**

This Agreement is made and entered into by and between the City of Redmond ("CITY"), a Washington municipal corporation, through its Department of Planning and Community Development, as represented by the Director thereof; and the Puget Sound Regional Council (PSRC). This Agreement relates to the 2017 Puget Sound Regional Household Travel Survey Program.

#### **Section 1.0: Term of Agreement**

The term of this Agreement shall begin when it is fully executed by both parties, and shall end on December 31, 2017.

#### **Section 2.0: Project Purpose**

The PSRC conducts a periodic survey of travel behavior in the Puget Sound Region, including the City of Redmond. As part of its transportation planning program, the CITY uses regional survey data to inform its modal, area, and operational plans and to review/analyze future travel demand forecasts. The survey data is valued for the scope and detailed information it provides across all travel activities and local places.

#### **Section 3.0: CITY Rights and Responsibilities**

The CITY agrees to pay PSRC up to \$75,000 to be used toward the costs of conducting additional targeted sampling to ensure the CITY's desired sampling levels by the Wave 1 regional household travel survey in 2017. Payment shall be made within thirty (30) days of the CITY's receipt of PSRC's invoice in an amount not to exceed \$75,000. The parties agree that the CITY shall have the nonexclusive, royalty-free right to use all information contained within for any legitimate municipal purpose.

#### **Section 4.0: PSRC Rights and Responsibilities**

PSRC agrees to provide data from at least 450 additional sample households within the City of Redmond, not including the baseline number of samples within Redmond that the PSRC would be targeting should this agreement not be executed. The additional samples shall be allocated to Census block groups as specified by the CITY. Upon completion of the survey, PSRC will submit to the CITY final geocoded survey sample locations in an electronic format that is pre-approved by the City of Redmond.

#### **Section 5.0: Contact Persons**

All official notices under this Agreement shall be delivered to the following addresses (or such other address(s) as either party may designate in writing):

City: Patrick McGrath, City of Redmond  
Mailing Address: PO Box 97010 Redmond, WA 98073-9710  
Physical Address: 15670 NE 85th Street Redmond, WA 98073-9710  
Contact: (425) 556-2870, pbmcgrath@redmond.gov

PSRC: Brian Lee, Puget Sound Regional Council  
Mailing Address: 1011 Western Ave #500 Seattle, WA 98104-1035  
Contact: (206) 971-3270, blee@psrc.org

### **Section 6.0: Representation and Warranties**

The individuals executing the Agreement each represent and warrant that he or she is duly authorized to execute and deliver this Agreement and to bind his or her principal thereby.

#### **Puget Sound Regional Council**

#### **City of Redmond**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** November 15, 2016

**SUBJECT:** **Approval of Library Board of Trustees Appointment: Melissa Stuart**  
**Approval of Parks and Trails Commission Appointment: Kerry Monterey**

**I. RECOMMENDED ACTION**

Appoint Melissa Stuart to the Library Board of Trustees.  
Appoint Kerry Monterey to the Parks and Trails Commission.

**II. DEPARTMENT CONTACTS**

John Marchione, Mayor 425-556-2101

**III. DESCRIPTION/BACKGROUND**

A vacancy exists on the Library Board of Trustees due to Jason Sokoloff's resignation. Also, a vacancy exists on the Parks and Trails Commission due to Nicholas Lee's resignation.

I recommend that Melissa Stuart be appointed to the Library Board of Trustees and Kerry Monterey be appointed to the Parks and Trails Commission. They are highly qualified, and I believe they will be excellent additions to their respective Board and Commission. Melissa Stuart was interviewed by the City Council on October 18, 2016, and Kerry Monterey was interviewed by the City Council on November 7, 2016.

Ms. Stuart would complete Jason Sokoloff's term, which expires March 31, 2019.

Mr. Monterey would complete Nicholas Lee's term, which expires March 31, 2018.

**IV. IMPACT**

A. **Service/Delivery:** None.

B. **Fiscal:** None.



**V. ALTERNATIVES TO STAFF RECOMMENDATION**

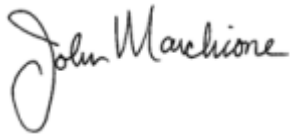
The City Council could choose not to confirm the appointments, in which case the Mayor would continue to interview candidates for the open seats.

**VI. TIME CONSTRAINTS**

None.

**VII. LIST OF ATTACHMENTS**

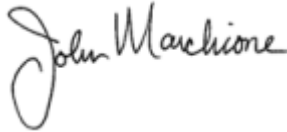
None.



**10/21/2016**  
**Date**

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**John Marchione, Mayor**



**10/21/2016**  
**Date**

Approved for Agenda \_\_\_\_\_

**John Marchione, Mayor**



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** November 15, 2016

**SUBJECT: Approval of Final Contract in the Amount of \$2,155,742.88 with A-1 Landscaping and Construction, Inc., and Acceptance of Construction: 2013-2014 Sidewalk Improvement Program, Project No. 20021309**

**I. RECOMMENDED ACTION**

Approve the final contract amount with A-1 Landscaping and Construction, Inc. of Snohomish, Washington, for the base bid amount of \$2,095,907, plus or minus change orders and bid items increases or decreases, resulting in a final contract amount of \$2,155,742.88, and accept construction of 2013-2014 Sidewalk Improvement Program, Project No. 20021309, as of November 15, 2016.

**II. DEPARTMENT CONTACTS**

Linda De Boldt, Director of Public Works	425-556-2733
Mike Paul, City Engineer	425-556-2721
Eric Dawson, Project Manager	425-556-2867

**III. DESCRIPTION/BACKGROUND**

**Project Purpose**

The 2013-2014 Sidewalk Improvements were the latest portion of the City's on-going sidewalk program to improve pedestrian safety and fill in missing sidewalk segments.

**Project Description**

*Redmond Way between 142nd Avenue NE and 148th Avenue NE*

This project constructed a missing segment of concrete sidewalk along the north side of Redmond Way. The project also constructed retaining walls to minimize grading impacts. This project included a grant from the Transportation Improvement Board (TIB).

*NE 88th Street between 166th Avenue NE and NE 171st Avenue NE*

This project filled in a missing segment of sidewalk along the south side NE 88<sup>th</sup> Street. Parking "pockets" were provided as topography allowed.

NE 68th Street, west of 184th Court NE

This project constructed a six-foot permeable concrete sidewalk on the north side of NE 68th Street, west of 184th Court NE where a roughly 400-foot sidewalk gap existed. The design effectively utilized existing curb and gutter.

NE 116th Street at 162nd Avenue NE

This project constructed 200 feet of concrete sidewalk and landscape strip to fill a gap in the existing sidewalk. The design did not impact the existing roadway channelization.

NE 29th St. between 178th Avenue NE and 180th Avenue NE

This project added/upgraded six curb ramps to ADA standards.

Construction of the project began on September 21, 2015, and the project was physically complete on August 6, 2016. The project was originally scheduled to be completed on March 28, 2016. Two issues contributed to the schedule delay; a mislocated utility and the weather. A gas line was not properly located in the design plans and caused a redesign of the storm drain system. By pausing the contract to redesign, City staff was able to construct the storm drain in a new location for no additional cost. Additionally, the design consultant performed the redesign at no cost to the City. The second issue was wet and cold weather in the fall and winter of 2015-2016 that delayed the weather dependent work of concrete and asphalt paving and channelization.

**Budget**

The project generally followed the original contract and did not generate significant change orders. There were three change orders generated when City staff was approached by adjacent developers about installing utilities under the new sidewalk. Staff determined it was in the City's best interest to facilitate construction of these utilities so that the adjacent developers did not demolish and rebuild the new sidewalk. The developers reimbursed the City for all work performed on their behalf.

The construction contract finished \$65,983 above the original bid price. However, the City was reimbursed \$82,492 by developers for the above referenced utility work, so the contract was actually completed \$16,509 under budget.

There are no claims associated with the project.

**Council Actions / Communication**

<b>Date</b>	<b>Action / Committee Presentation</b>
10/01/2013	Approve Consultant Agreement
8/18/15	Approve Supplemental Consultant Agreement No. 2
8/18/15	Award of Bid
Today	Accept Construction

#### IV. IMPACT

- A. **Service/Delivery**: This project enhanced pedestrian access and safety throughout the City and filled in gaps in the sidewalk system. The project also enhanced ADA accessibility in the sidewalk system.
- B. **Fiscal**: Estimated costs for the project are shown below.

Current Project Budget:

Transportation CIP	\$2,891,000
Transportation Improvement Board	<u>381,612</u>
Total Funding	\$3,272,612

Estimated Project Costs:

Design Phase	\$ 590,324
Construction Phase	<u>2,513,542</u>
Total Estimated Project Cost	\$3,103,866

Budget Difference	\$ 168,746
Transfer to Transportation CIP	\$ 168,746

#### V. ALTERNATIVES TO STAFF RECOMMENDATION

None.

#### VI. TIME CONSTRAINTS

Following project acceptance, in accordance with RCW 60.28, the contract retainage will be released upon receipt of clearances from the Washington State Departments of Revenue and Labor and Industries, and a mandatory 45-day waiting period for filing claims and liens.

#### VII. LIST OF ATTACHMENTS

- A. Vicinity Map



\_\_\_\_\_  
Linda De Boldt, Director of Public Works

11/04/2016  
Date



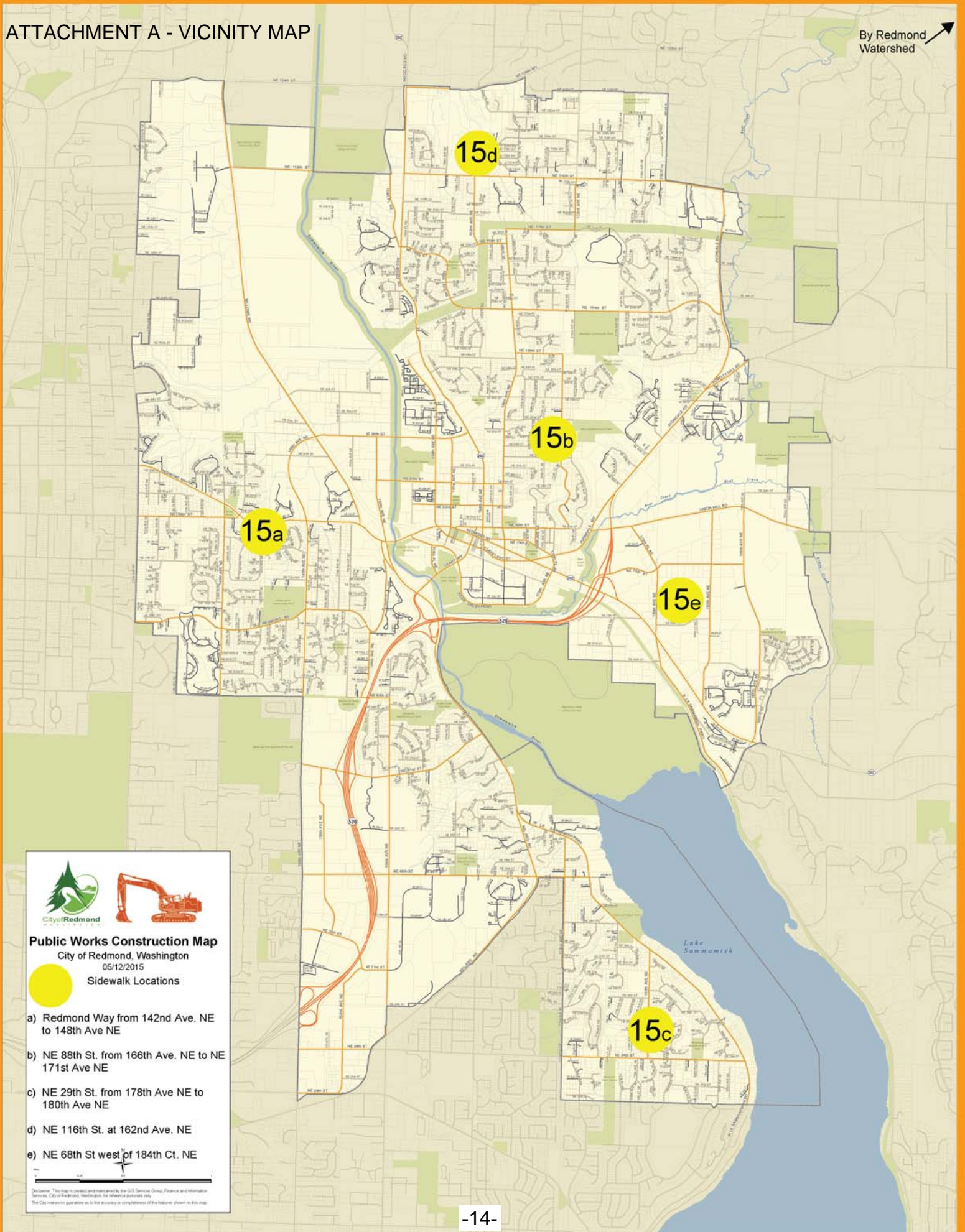
Approved for Agenda \_\_\_\_\_  
John Marchione, Mayor

11/04/2016  
Date

# 2013-2014 SIDEWALK IMPROVEMENTS

## ATTACHMENT A - VICINITY MAP

By Redmond Watershed






**Public Works Construction Map**  
City of Redmond, Washington  
05/12/2015

 Sidewalk Locations

- a) Redmond Way from 142nd Ave. NE to 148th Ave NE
- b) NE 88th St. from 166th Ave. NE to NE 171st Ave NE
- c) NE 29th St. from 178th Ave NE to 180th Ave NE
- d) NE 116th St. at 162nd Ave. NE
- e) NE 68th St west of 184th Ct. NE

Disclaimer: This map is created and maintained by the GIS Services Group. It is for informational purposes only. The City makes no guarantee as to the accuracy or completeness of the features shown on this map.





**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** November 15, 2016

**SUBJECT: Approval of Award of Bid in the Amount of \$451,469.86 to Trinity Contractors, Inc., for the 2015-2016 Targeted Safety Improvement Program (TSIP) and Traffic Calming, Project Nos. 20021505 and 20021506**

**I. RECOMMENDED ACTION**

Award bid for the 2015-2016 Targeted Safety Improvement Program (TSIP) and Traffic Calming, Project Nos. 20021505 and 20021506, to Trinity Contractors, Inc. of Marysville, Washington, for the amount bid of \$451,469.86, and authorize the Mayor to sign the contract.

**II. DEPARTMENT CONTACTS**

Linda De Boldt, Director of Public Works	425-556-2733
Mike Paul, City Engineer	425-556-2721
Dennis Brunelle, Project Manager	425-556-2724

**III. DESCRIPTION/BACKGROUND**

**Project Purpose**

The installation of Rectangular Rapid Flashing Beacons and speed radar driver feedback signs are part of two programs, the Targeted Safety Improvement Program and Neighborhood Traffic Calming Program. These locations ranked the highest in their respective programs and were previously approved for design and construction funding. Combining these projects into one contract provides efficiency of construction.

**Background**

The mission of the TSIP is to identify existing and potential traffic safety problem areas and implement projects to prevent crashes, injuries, deaths, and their related losses. The current list of projects has been evaluated based on a ranking matrix that distinguishes between two categories: 1) reducing actual collisions and 2) preventing potential collisions.

The TSIP program carries out the policy direction in the Transportation Master Plan and is an action item in the 3-Year Priority Action Plan. It approaches traffic safety from both a proactive (collision prevention) and reactive (collision response) basis.

The Neighborhood Traffic Calming Program investigates, evaluates, and resolves smaller scale traffic safety problems (excessive neighborhood speed or volume), and concerns regarding school-children and pedestrians. It is a key part of the City's commitment to the safety and livability of neighborhoods. This program provides direct customer service to residents and businesses through its systematic and proactive solutions. The program also carries out the policy direction in the Transportation Master Plan and Comprehensive Plan.

### **Project Description**

Rectangular Rapid Flashing Beacons will be installed at the following locations:

143<sup>rd</sup> Avenue NE and Old Redmond Road

146<sup>th</sup> Avenue NE and Old Redmond Road

160<sup>th</sup> Avenue NE and 8100 Block (Trader Joe's)

Speed Radar Driver Feedback signs will be installed at:

NE 80<sup>th</sup> Street from 132nd Avenue NE to 140<sup>th</sup> Avenue NE (two units eastbound; two units westbound).

173<sup>rd</sup> Avenue NE from NE 24<sup>th</sup> Street to the south city limits (one unit northbound, one unit southbound).

The Traffic Calming program carries out the policy direction in the Transportation Master Plan and is an action item in the Three-Year Priority Action Plan. It approaches traffic safety from both a proactive (collision prevention) and reactive (collision response) basis.

### **Bid Results**

The project was advertised in the Daily Journal of Commerce on October 12, 2016, and October 19, 2016. The City Clerk received bids until 2:00 PM, October 27, 2016. There were eight (8) bidders, one bid was deemed non-responsive and not accepted. The bids are summarized below:

<b>Bidder</b>	<b>Business Location</b>	<b>Amount Bid</b>
Trinity Constructors, Inc.	Marysville, WA	\$451,469.86
W.S. Contractors, LLC	Buckley, WA	\$474,747.00
Belarde Company, Inc.	Woodinville, WA	\$482,112.00
C.A. Carey Corporation	Issaquah, WA	\$491,054.00
Transportation Systems, Inc.	Sumner, WA	\$524,121.00
Westwater Construction, Co.	Renton, WA	\$545,105.00
NPM Construction, Co.	Maple Valley, WA	\$661,634.00
<b><i>Engineer's Estimate</i></b>		<b><i>\$441,304.00</i></b>

All bidder's unit prices, extensions and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Staff recommends award to Trinity Contractors, LLC, the low responsible bidder.

#### **Council Actions / Communication**

<b>Date</b>	<b>Action / Committee Presentation</b>
2014	Council approved 2015 CIP (Funding for the TSIP)
12/6/14	Study Session – Overview of 2015-2016 TSIP
1/5/16	Approve Consultant Agreement with Parametrix
Today	Award of Bid

#### **IV. IMPACT**

- A. **Service/Delivery:** The Targeted Safety Improvement Program and the Traffic Calming Program will both improve pedestrian safety in the neighborhoods by providing easily identified crossings and signage to reduce speeds.
- B. **Fiscal:** Estimated costs for the project are shown below.

##### Current Project Budget:

TSIP	\$418,457
Neighborhood Traffic Calming Program	<u>303,021</u>
Total Funding	\$721,478

##### Estimated Project Costs:

Design Phase	\$185,000
Construction Phase	<u>536,478</u>
Total Estimate Project Cost	\$721,478

Budget Difference	(\$ -0-)
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#### **V. ALTERNATIVES TO STAFF RECOMMENDATION**

The City Council could choose not to award the contract; however, this action would delay construction of the project.

#### **VI. TIME CONSTRAINTS**

Begin Construction	November 2016
Complete Construction	February 2017



## VII. LIST OF ATTACHMENTS

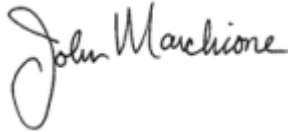
### A. Vicinity Map



\_\_\_\_\_  
**Linda De Boldt, Director of Public Works**

**11/04/2016**

**Date**



Approved for Agenda \_\_\_\_\_

**11/04/2016**

**Date**

**John Marchione, Mayor**

**SPEED RADAR AT  
NE 80TH ST**

NE 80TH ST

**RRFB AT  
160TH AVE NE**

160TH AVE NE

REDMOND WAY

**RRFB AT  
143RD AVE NE**

140TH AVE NE

148TH AVE NE

GRASS LAWN  
PARK

OLD REDMOND RD

**RRFB AT  
146TH AVE NE**

LEARY WAY NE

SR520



LOCATION MAP

**SPEED RADAR AT  
173RD AVE NE**

NE 24TH ST

173RD AVE NE



LOCATION MAP





**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** November 15, 2016

**SUBJECT:** **Approval of Supplemental Agreement No. 1 in the Maximum Amount of \$781,753 with Perteet, Inc for Final Design and Right-of-Way Services for the 152nd Avenue Main Street Project**

**I. RECOMMENDED ACTION**

Approve Supplemental Agreement No. 1 with Perteet, Inc. for \$781,753 for final design and right of way services for the 152<sup>nd</sup> Avenue Main Street project and authorize the Mayor to sign the agreement.

**II. DEPARTMENT CONTACTS**

Rob Odle, Director, Planning and Community Development, 425-556-2417  
Don Cairns, Manager, Transportation Planning and Engineering, 425-556-2843  
Peter Dane, Planner, 425-556-2816  
Bassam Al-Ali, Senior Engineer, 425-556-2743

**III. DESCRIPTION/BACKGROUND**

**Project Purpose**

The 152<sup>nd</sup> Avenue Main Street project will reconstruct a portion of 152<sup>nd</sup> Avenue NE from 24<sup>th</sup> Street and 26<sup>th</sup> Street to be consistent with the Overlake Village Design Guidelines. This project provides complete street improvements for the corridor and the intersections at NE 24<sup>th</sup> Street and NE 26<sup>th</sup> Street and will connect to improvements built by Esterra Park on the east side of 152<sup>nd</sup> Avenue NE.

Supplemental Agreement No. 1 will allow Perteet, Inc. to complete final design, generate right-of-way plans, and staff the right-of-way acquisition process.

**Background**

Significant Overlake planning efforts, including the Overlake Neighborhood Plan and the Overlake Village Street Design Guidelines, identified 152<sup>nd</sup> Avenue NE as the planned main street for Overlake Village and established key street elements. Implementation of these improvements will take place through a combination of private sector and public sector investments. The first portions of the street to open will be built by the Esterra Park project from NE 26<sup>th</sup> Street to NE 28<sup>th</sup> Street (east side and new signal). Redmond is advancing the public portion of investment in the corridor, including the NE 24<sup>th</sup> Street

intersection and extending to NE 26<sup>th</sup> Street. The remaining portions of 152<sup>nd</sup> Avenue NE are anticipated to be developed as frontage improvements associated with new development.

The City's project design began in 2015 after grant funds had been secured for design. In Spring of 2016 PSRC awarded \$4.4 million for the right-of-way phase of the project, necessary to accommodate all the new multimodal elements of the roadway. The right-of-way acquisition phase is currently scheduled to begin after 60 percent design and environmental documentation is complete – solidifying project details to ensure that the City acquires the necessary property rights for the project.

### **Project Description**

The City's investment in 152<sup>nd</sup> Avenue NE from NE 24<sup>th</sup> Street to NE 26<sup>th</sup> Street will replace the existing suburban access road with a vibrant urban main street that includes turn lanes, on-street parking, cycle tracks, a protected bicycle intersection at NE 24<sup>th</sup> Street, and a unique pedestrian aesthetic. As planned for in the Overlake Village Street Design Guidelines, the new 152<sup>nd</sup> Avenue NE will be a comfortable place to walk or bicycle and will accommodate bus transit and vehicles.

### **Supplemental Agreement No.1**

This agreement builds on the recent 152<sup>nd</sup> Avenue NE preliminary design effort and will provide final design and right of way services. Services include development of right-of-way plans and staffing right-of-way acquisition – property acquisition will require future Council actions.

Staff worked closely with Perteet, Inc. to refine the scope and identify other cost savings resulting in a final negotiated fee of \$781,753. It is anticipated that approximately \$150,000 will be utilized for right-of-way services and approximately \$630,000 for final design.

### **Previous Council Actions/Communication**

Council previously approved a contract with Perteet, Inc. to complete the preliminary design effort on this project. Council Actions/Communication include:

#### **Council Actions/Communication**

<b>Date</b>	<b>Action/Committee Presentation</b>
10/13/2015	Planning and Public Works Committee briefing: preliminary design
10/20/2015	City Council preliminary design approval
11/07/2016	Planning and Public Works Committee briefing: final design and right-of-way services

## **IV. IMPACT**

A. **Service/Delivery**: This agreement allows the 152<sup>nd</sup> Avenue Main Street project to advance to right-of-way acquisition and subsequent construction.

**B. Fiscal:** Estimated project finances:

Revenue

Federal Grant, Design	\$625,000
Federal Grant, Right of Way	\$4,400,000
Transportation CIP	\$3,975,000
Total Funding	\$9,000,000

Costs

Design	\$1,300,000
Right-of-Way	\$5,100,000
Construction	\$7,600,000
Total Cost	\$14,000,000

There is currently a \$5,000,000 gap between estimated revenues and estimated costs for the Construction Phase of the project. Staff plan to submit a grant request for the \$5,000,000 in the 2018 PSRC grant process.

**V. ALTERNATIVES TO STAFF RECOMMENDATION**

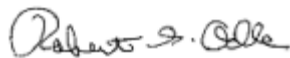
The City Council may choose not to this final design and right-of-way agreement, which would delay this improvement.

**VI. TIME CONSTRAINTS**

Final design and right-of-way services are necessary to continue to advance the 152<sup>nd</sup> Avenue Main Street project. In addition, the City has received right-of-way grant funds which must begin expenditure in 2018.

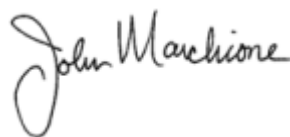
**VII. LIST OF ATTACHMENTS**

Attachment-A	Vicinity Map
Attachment-B	Contract



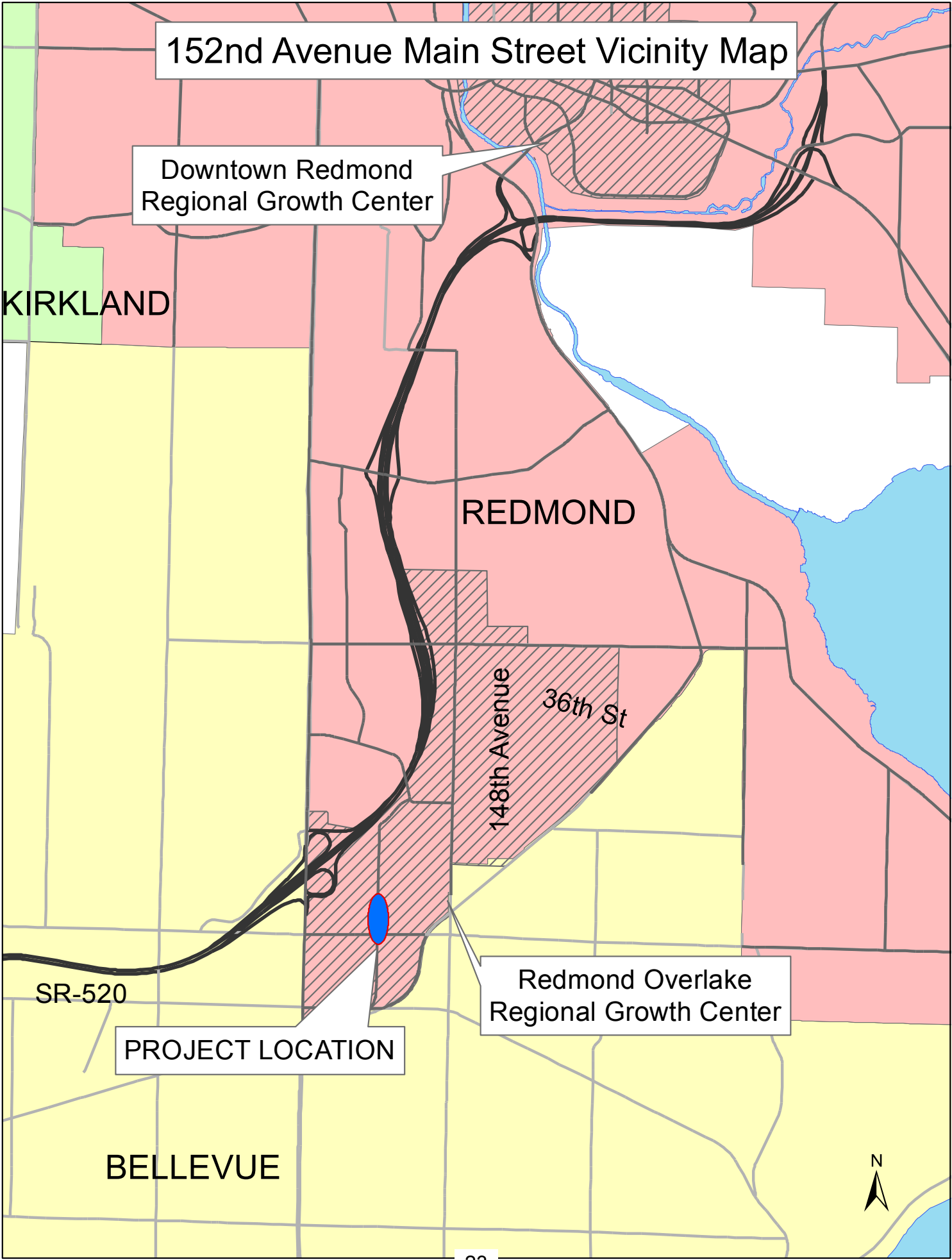
\_\_\_\_\_  
**Robert G. Odle, Director of Planning and Community  
Development**

**11/08/2016**  
**Date**



Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**

**11/08/2016**  
**Date**





<b>Supplemental Agreement Number</b> <u>1</u>		<b>Organization and Address</b> Perteet, Inc. 2707 Colby Ave., #900, Everett, WA 98201  Phone: 425.252.7700	
Original Agreement Number 8009			
Project Number	Execution Date	Completion Date December 31, 2021	
Project Title 152nd Avenue Main Street	New Maximum Amount Payable \$1,098,683.00		
Description of Work Design the portion of the Overlake Regional Growth Center's 152nd Avenue Main Street that includes the intersection with 24th Street to, and including, the intersection with 26th Street to a cross-section with wide sidewalks, one-way cycle tracks, landscape strips, on-street parking, one general purpose lane in each direction, and turn lanes as necessary.			

The Local Agency of City of Redmond

desires to supplement the agreement entered in to with Perteet, Inc.

and executed on October 23, 2015 and identified as Agreement No. 8009

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**  
Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit "A-1", attached hereto and made a part of this agreement.

**II**  
Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2021

**III**  
Section V, PAYMENT, shall be amended as follows:

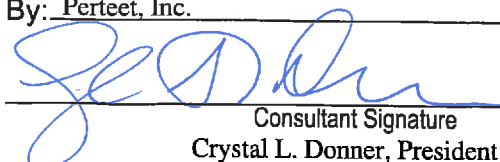
Supplemental Agreement Number 1 adds \$781,753.00 to the existing contract. See Exhibits "D" and "E" (attached hereto) for applicable consultant fee determinations.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Perteet, Inc.

By: \_\_\_\_\_

  
\_\_\_\_\_  
Consultant Signature  
Crystal L. Donner, President

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

City of Redmond 152nd Avenue Main Street

**Exhibit "A"**

**Summary of Payments**

	Basic Agreement	Supplement #1	Total
All-Inclusive Hourly Cost	\$ 217,346	\$ 398,729	\$ 616,075
Direct Non-Salary Costs	\$ 79,931	\$ 315,948	\$ 395,879
Management Reserve	\$ 19,653	\$ 67,076	\$ 86,729
Total	\$ 316,930	\$ 781,753	\$ 1,098,683



**Exhibit A-1**

Scope of Services

City of Redmond

152<sup>nd</sup> Avenue Main Street – Phases 2 & 3**INTRODUCTION**

Redmond has completed phase 1 of the project, completing the 30% Design and preliminary right-of-way determination. That phase included the design of the publically funded portion of 152nd Avenue Main Street, extending from 24th Street to 26th Street, including both intersections.

This contract will complete the 90% and Final Design, including finalizing drainage and environmental reports, as well as preparing right-of-way acquisition documents and negotiations for the locations defined in phase 1.

Future project phases may include a Construction Engineering Services phase. The scope and extent of construction engineering services will be determined at the discretion of the City of Redmond after final design.

**Key Project Elements:**

- ROW acquisition
- Environmental permitting
- 60% and 90% design PS&E
- Utility Space Plan
- Finalize drainage reports
- Ongoing utility coordination and relocation
- WSDOT review and approval
- Final contract documents

**PROJECT SCHEDULE**

The remaining project **schedule** is anticipated to be:

Date	Task	This Scope
<b>Phase 2</b>		
Nov. 2016 thru Feb. 2017	60% Design, PS&E Phase	Included
Feb. 2017 Thru Jan. 2019	Right-of-Way Preparation, Negotiations, Acquisition	Included
June 2017 Thru Oct. 2017	90% Design, PS&E Phase	Included
Nov. 2017 Thru Jan. 2019	100% Design, PS&E Phase	Included



Agreement with Pertee Inc.

Phase 3		
Feb. 2019	Final Bid Documents	Included
April 2019	Bid Advertisement	Included

### SCOPE OF SERVICES PURPOSE

The overall purpose of this Scope of Services is to have the Consultant provide for the necessary management oversight of the development of the project's remaining design phases, complete the 90%, and Final Plans, Opinion of Costs and Special Provisions, complete the right of way plan acquisition documents, prepare environmental documentation, continue ongoing utility coordination, participate in community involvement undertakings, and coordinate with WSDOT for PS&E. The following major tasks will be included in this scope of services and completed by the Consultant:

- Task 1 – Project Management
- Task 2 – Survey and Basemapping
- Task 3 – Final Stormwater Analysis and Design
- Task 4 – Environmental Permitting Documentation- no effort under this contract, see Phase 1 contract.
- Task 5 – Utility Coordination
- Task 6 – Vacant
- Task 7 – WSDOT Coordination
- Task 8 – Geotechnical Investigations
- Task 9 – Design Memorandum
- Task 10 – Right-of-Way Plans
- Task 11 – 60% Plans and Estimates (P&E) Preparation
- Task 12 – 90% Plans, Specifications and Estimates (PS&E) Preparation
- Task 13 – 100% Plans, Specifications and Estimates (PS&E) Preparation
- Task 14 – Final Plans, Specifications and Estimates (PS&E) Preparation
- Task 15 – Right-of-Way Acquisition
- Task 16 – Assistance During Bidding
- Directed Services

Designer's services shall be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Designer shall have no other obligations, duties or responsibilities associated with the project except as expressly provided in this Agreement.

### DETAILED SCOPE OF SERVICES

#### Task 1 – Project Management

Development of this project will be based on the requirements of the City of Redmond's Overlake Village Street Design Guidelines, Comprehensive Plan, Community Development Guide, Standards Specifications and Details, and their supporting technical documents. The project will also meet Federal grant standards. The Consultant's project manager will be responsible to the City to ensure that the design is completed on schedule, is technically competent, and meets the City's needs and expectations including requirements for Federal funding.



## Work Elements:

### 1.1 – Coordination with City of Redmond

Consultant will coordinate with the City of Redmond on a regular basis to keep the City's project manager informed about project progress, project issues and schedule. Regular communication with the City will occur on a weekly basis, including a weekly email summary of work completed and anticipated work the next week. This work element will also include preparing an Action Items Log and keeping the log updated throughout the duration of the project.

The Consultant will attend up to ten (10) project status meetings at the City. These meetings under this work element will include the following participation by the Consultant team:

- Up to ten (10) meetings attended by Perteet with up to two (2) people from the Perteet team.
- Up to one (1) meeting attended by HBB with up to one (1) person from the HBB team.
- Up to one (1) meeting attended by Alta with up to one (1) person from the Alta team.

The Consultant will prepare meeting notes/action items and distribute to attendees.

### 1.2 – Project Schedule, Budget, and Team Management

The Consultant will develop an overall project schedule, which will include a detailed schedule by task, for the remainder of the project phases through bid advertisement for the full project. The Consultant will prepare a draft and final schedule for the City review, and then the Consultant will two (2) schedule updates as the project progresses, when requested by the City. The Consultant will also manage the Consultant budgets, monitor staff and sub-consultant, manage change and prepare amendments, and monitor work progress under this work element.

### 1.3 – Progress Reports and Invoices

As part of the project, the Consultant will prepare monthly progress reports that describe the work items and percentage of work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include a status of budget, spent, and remaining for each individual task. The monthly progress reports will also identify other issues or problems that may occur in any given month. The Consultant will submit these monthly progress reports to the City's Project Manager with the monthly invoices. The monthly invoices will bill by individual tasks. The Consultant Project Manager will notify City's Project Manager, in writing (memo format), of any out of scope and/or budgetary issues that are inconsistent with this Scope of Services.

### 1.4 – Implementation of Quality Assurance & Control (QA/QC) Program

Consultant will implement their QA/QC program to ensure high quality work product. A QA/QC review will be performed on all deliverables identified by the Consultant. *The fee effort for QA/QC program is identified in each individual Task.*

Agreement with Perteet Inc.

**Assumptions:**

- This contract duration shall be no longer than June 2019 (32 months)
- Project kickoff meeting will be held at Perteet's Everett Office.
- Maximum of two project schedule updates will be prepared.
- Meetings between Consultants will be conducted under the various Scope tasks.

**Deliverables:**

- Kickoff Meeting Agenda and Summary of Meeting Notes/Action Items
- Updated Work Plan
- Project Schedule (Microsoft Project format) and up to two updates
- Project Meeting Agendas for up to ten (10) meetings and notes/action items
- Invoices and Progress Reports

**Task 2 – Survey and Basemapping – Private Property Parcels**

Based on the preliminary 30% design work and prior coordination with the City's utility group, limited site specific topographic field surveys will be performed on private property parcels, as defined below. The purpose of obtaining these private property topographic surveys will be to map the existing utility systems in order to make revisions to the existing private systems, where necessary, as a result of the project. Services to be provided include horizontal and vertical control surveys and ground based topographic mapping surveys necessary to complete the final design, as described below.

**Work Elements:**

**2.1 – Topographical Survey of Private Property**

Universal Field Services shall coordinate with Perteet to provide advance notification of survey work on private property. Universal will secure Rights of Entry on behalf of the City (under the Phase I Consultant Contract) for survey on private property. The Consultant shall use appropriate signage and traffic control devices while performing field survey work (and obtain traffic control permit if required).

A topographic survey identifying surface utilities, existing building outlines, sub-surface utilities as delineated by a professional utility locating service and limited areas of full topographic surveying as noted below, will be performed. The surveys will be limited to locating features as described in detail below:

**TAX PARCEL NO. 206350-0050 - 15110 NE 24TH ST - PS BUSINESS PARKS LP**

Note: due to restrictions by the property owner, utility locates and survey to be performed on a Sunday and to include only the following features:

- Existing building outline.
- Sub-surface utility lines as delineated by a professional utility locating service.
- Gravity utility systems, i.e. storm drain and sanitary sewer.
- Sanitary sewer and storm drain structure inverts will be measured to the extent possible without entry into the structure, defined as confined space entry, which Consultant



personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.

- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Water meters will be located.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts.

#### **TAX PARCEL NO. 206350-0060 - 15112 NE 24TH ST- PS BUSINESS PARKS LP**

Note: due to restrictions by the property owner, utility locates and survey to be performed on a Sunday and to include only the following features:

- Existing building outline.
- Sub-surface utility lines as delineated by a professional utility locating service.
- Gravity utility systems, i.e. storm drain and sanitary sewer.
- Sanitary sewer and storm drain structure inverts will be measured to the extent possible without entry into the structure, defined as confined space entry, which Consultant personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.
- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Water meters will be located.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts.
- Parking space paint lines, and curb lines where they delineate parking

In addition, a full topographic survey will be performed over the east 75 feet of the north 60 feet of subject parcel to include the following additional features:

- Visible evidence of utility trenches such as patches in asphalt or concrete will be located with the width noted.
- Fences and walls shall be described as to type and other identifiable features, i.e. 6' high chain-link, 4' high wooden, etc.
- Significant trees with a 6" or greater caliper when measured 4.5 feet above natural ground will be located with drip-line noted.
- Survey will also include, but not be limited to:
  - Grade breaks
  - Top and bottom of retaining walls
  - Top and bottom of curbs
  - Limits of shrubs, vegetation and landscaping limits
  - Privately installed and/or ornate landscaping items, i.e. large landscaping rocks, water fountains, etc.
  - Fences and gates
  - Utility access points - cleanouts, hand-holes, traffic signal control vaults, etc.
  - Irrigation control valves
  - Power, telecommunication and luminaire poles
  - Parking stall paint markings

**TAX PARCEL NO. 206350-0070 - NA - PS BUSINESS PARKS LP**

Note: due to restrictions by the property owner, utility locates and survey to be performed on a Sunday and to include only the following features:

- Existing building outline.
- Sub-surface utility lines as delineated by a professional utility locating service.
- Gravity utility systems, i.e. storm drain and sanitary sewer.
- Sanitary sewer and storm drain structure inverts will be measured to the extent possible without entry into the structure, defined as confined space entry, which Consultant personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.
- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts.
- Water meters will be located.
- Parking space paint lines, and curb lines where they delineate parking

In addition, a full topographic survey will be performed over the east 75 feet of the south 75 feet of subject parcel to include the following additional features:

- Visible evidence of utility trenches such as patches in asphalt or concrete will be located with the width noted.
- Fences and walls shall be described as to type and other identifiable features, i.e. 6' high chain-link, 4' high wooden, etc.
- Significant trees with a 6" or greater caliper when measured 4.5 feet above natural ground will be located with drip-line noted.
- Survey will also include, but not be limited to:
  - Grade breaks
  - Top and bottom of retaining walls
  - Top and bottom of curbs
  - Limits of shrubs, vegetation and landscaping limits
  - Privately installed and/or ornate landscaping items, i.e. large landscaping rocks, water fountains, etc.
  - Fences and gates
  - Utility access points - cleanouts, hand-holes, traffic signal control vaults, etc.
  - Irrigation control valves
  - Power, telecommunication and luminaire poles
  - Parking stall paint markings

**TAX PARCEL NO. 206350-0080 - 2555 152ND AVE NE - PS BUSINESS PARKS LP**

Note: due to restrictions by the property owner, utility locates and survey to be performed on a Sunday and to include only the following features:

- Existing building outline.
- Sub-surface utility lines as delineated by a professional utility locating service.
- Gravity utility systems, i.e. storm drain and sanitary sewer.
- Sanitary sewer and storm drain structure inverts will be measured to the extent possible



Agreement with Perteet Inc.

without entry into the structure, defined as confined space entry, which Consultant personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.

- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts.
- Water meters will be located.

**TAX PARCEL NO. 3927000230-15171 NE 24TH ST-GREATER HIGHLANDS LLC**

Survey to include only the following features across the east 100 feet of subject site:

- Existing building outline.
- Sub-surface utility lines as delineated by a professional utility locating service.
- Gravity utility systems, i.e. storm drain and sanitary sewer.
- Sanitary sewer and storm drain structure inverts will be measured to the extent possible without entry into the structure, defined as confined space entry, which Consultant personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.
- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts.
- Water meters will be located.

**TAX PARCEL NO. 2625059054 - 15301 NE 24TH ST - 15301 REDMOND LLC**

Survey to include only the following features across the west 120 feet of subject site:

- Existing building outline.
- Sub-surface utility lines as delineated by a professional utility locating service.
- Gravity utility systems, i.e. storm drain and sanitary sewer.
- Sanitary sewer and storm drain structure inverts will be measured to the extent possible without entry into the structure, defined as confined space entry, which Consultant personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.
- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts.
- Water meters will be located.

**TAX PARCEL NO. 6448500010 - 15210 NE 24TH ST - OVERLAKE CENTER LLC**

Survey to include the following features across the entire site:

- Existing building outline.
- Sub-surface utility lines as delineated by a professional utility locating service.
- Gravity utility systems, i.e. storm drain and sanitary sewer.
- Sanitary sewer and storm drain structure inverts will be measured to the extent possible



without entry into the structure, defined as confined space entry, which Consultant personnel are not certified to perform. Manhole structure diameter, pipe diameters and direction, manhole lid orientation (offset) and pipe material will be noted.

- Water valve manholes will be measured to bottom of structure and top of actuator nut.
- Utility vaults over 4.0' in width will be measured horizontally with a measure down to bottom of vault except where safety is a concern, for example electrical vaults with exposed contacts.
- Water meters will be located.
- Parking space paint lines, and curb lines where they delineate parking

In addition, a full topographic survey will be performed over the west 120 feet of the north 165 feet of the south 270 feet of subject parcel to include the following additional features:

- Visible evidence of utility trenches such as patches in asphalt or concrete will be located with the width noted.
- Fences and walls shall be described as to type and other identifiable features, i.e. 6' high chain-link, 4' high wooden, etc.
- Significant trees with a 6" or greater caliper when measured 4.5 feet above natural ground will be located with drip-line noted.
- Survey will also include, but not be limited to:
  - Grade breaks
  - Top and bottom of retaining walls
  - Top and bottom of curbs
  - Limits of shrubs, vegetation and landscaping limits
  - Privately installed and/or ornate landscaping items, i.e. large landscaping rocks, water fountains, etc.
  - Fences and gates
  - Utility access points - cleanouts, hand-holes, traffic signal control vaults, etc.
  - Irrigation control valves
  - Power, telecommunication and luminaire poles
  - Parking stall paint markings

## 2.2 – Survey Geotechnical Borings

The Consultant will field survey the locations of the geotechnical borings, after borings have occurred, and incorporate into the existing basemap.

## 2.3 - Basemapping

The Consultant will compile the topographic survey and incorporate the data into the project base map that was previously prepared for the City of Redmond in phase 1 of the design. The topographic survey map will be prepared in AutoCAD Civil 3D format depicting limited features located during the field survey as well as 1-foot contours and full topographic features in those areas where additional, detailed topographic surveying is performed as described above. More specifically:

- Basemap shall incorporate field-located utility appurtenances and sub-surface utility paint marks.
- Surveyed points will be shown to the nearest 0.01' on hard surfaces and 0.1' on unpaved surfaces.





## Agreement with Pertee Inc.

- Manholes:
- Inverts will be shown for all pipes into or out of structures detailing pipe diameter and direction of pipe.
- Manhole labels will also include manhole numbers that correspond to the City GIS ID for the structure with nominal diameter of manhole as measured in the field.
- Pipe connections shown on the plan will be to center of structure rather than center of access lid.
- Commercial meter vaults and other below grade structures 4'x4' and larger shall be shown to scale and bottom of vault elevation noted.
- Water line appurtenance symbols shall be per APWA standards and shown to a reasonable scale on plans.
- All line work will be in model space. Drawing units shall be U.S. decimal feet.
- An electronic copy of the triangulated irregular network (TIN) will be provided.
- APWA CAD standards for layers and symbols will be used.

## 2.4 - Survey QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

## Assumptions:

- Consultant personnel are not certified for confined space entry; thus all storm drainage pipe inverts within control structures will be measured from the rim of catch basins and manholes.
- This Scope of Services does not include the referencing of and preparation of Department of Natural Resources (DNR) monument destruction/disturbance forms.
- The areas of survey will be private property parcels as detailed and agreed to by the City of Redmond.
- Requested areas for survey beyond the agreed upon private property parcels, or areas previously surveyed during phase 1 of the project, are not a part of this scope and should be considered extra work.
- Right of entry will be secured by the Consultant (Universal Field Services) under the Phase 1 contract, as a Change Management request under Phase 1. City will take the lead on coordinating directly with right-of-entry for landowners refusing entry. In no case shall survey personnel enter private property prior to the right of entry being obtained.
- Mapping and electronic drawings will be compatible with the City's GIS system as noted in the City's Record Drawing requirements current as of 2015.
- Per City of Redmond requirements, a Traffic Control Plan (TCP) will be prepared and submitted to the City for approval if applicable, after which Consultant shall obtain a City of Redmond Street Use Permit.
- Finish floor elevations and doorway thresholds of buildings will NOT be included in the survey.



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**Deliverables:**

- The Consultant shall provide an electronic basemap file containing the added surveyed areas noted above using AutoCAD with field survey data, DTM surface (in those areas receiving full topographic surveying) and support files suitable for external referencing into design files.
- LandXML files
- Copies of field notes
- Point list in ascii or text format, comma delimited.
- Traffic Control Plan (TCP) for approval (if necessary).

**Task 3 – Final Stormwater Analysis and Design**

Based on the preliminary 30% design, the Consultant will provide final analysis and design of the conveyance and water quality treatment systems.

**Work Elements:**

**3.1 – Final Drainage Design Plan**

Based on the City's review and their comments regarding the preliminary 30% roadway/stormwater concept from the Preliminary design phase, the Consultant will refine the stormwater design concept and produce a final stormwater design plan. This work will be done during the 60% design phase.

*Note – the fee effort for this work element is included within the PS&E development tasks. There are NO fee hours assigned to Work Element 3.1.*

**3.2 – Conveyance Design Calculations**

Once the final stormwater design plan is completed, the Consultant will prepare storm drain pipe conveyance calculations. Pipe conveyance calculations will be limited to performing an estimate of flow capacity using the Rational Method and Manning equation at 2 or 3 representative new pipe segments within the road project limits. A detailed backwater capacity analysis will not be performed. The conveyance calculations will be included in an appendix of the stormwater report.

**3.3 - Water Quality Treatment Design Calculations**

Once the final drainage design plan is selected, the Consultant will prepare design calculations for the stormwater quality treatment facilities proposed for the project. The hydrologic analysis will be performed using MGS Flood™, a continuous simulation modeling software accepted by the Washington State Department of Ecology. The water quality treatment calculations will be included in an appendix of the stormwater report.



### 3.4 – Minimum Requirement #5 - On- Site Stormwater Management (LID Performance Standard Calculations)

Consultant will finalize the design for incorporating on-site stormwater management BMPs into the project. Supporting calculations will be provided which demonstrate compliance with the LID Performance Standard. These calculations will be included in an appendix of the stormwater report.

### 3.5 – Prepare Final Stormwater Report

The Consultant will review and address the City's comments on the Draft Technical Stormwater Memorandum prepared under Phase 1 and prepare the final stormwater report for the project.

#### Assumptions:

- An off-site analysis (upstream and downstream) will not be conducted as part of this scope of services. It is assumed that the previous analysis associated with the design of the Overlake Village South project.
- Water quality treatment will be provided by the use of Filterra or Modular Wetland facilities.
- No gutter flow analysis will be required as part of this project. Inlet spacing will be determined according to City design standards.
- Flow control for this project will be provided by the existing Overlake Regional Stormwater Detention Vault.
- The large storm drain mainline system that runs from north to south through the project site has already been adequately sized to handle all runoff flows tributary to it, including runoff from the 152<sup>nd</sup> Avenue project site. No additional conveyance analysis of this system will be required.
- The draft stormwater report will undergo one review cycle. The Consultant will prepare a draft and final report.
- If it is determined by the geotechnical investigation that pilot infiltration test (PIT) will be needed, PIT will be authorized by the City as described in the Directed Services.
- City will provide groundwater information to the Consultant. Groundwater assumptions will be made based on the information in the Geotechnical Report for the Overlake Village LID Retrofit Project, as prepared by GeoEngineers.

#### Deliverables:

- Draft stormwater report in PDF format
- Final stormwater report in PDF format and hard copy

### **Task 4 – Environmental Permitting and Documentation (NO FEE EFFORT UNDER THIS TASK)**

***There will NOT be any services by the Consultant for environmental and permitting assistance under this Contract for Phase 2 and Phase 3. The Phase 1 contract has budget and services remaining under Task 4 Environmental Screening and Coordination. If WSDOT requests revisions to the documents***



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*prepared in Phase 1 and/or a field meeting with the Consultant, the Consultant will finish the services described under the Phase 1 contract, Task 4.*

*Documents prepared by the Consultant under Phase 1 include:*

- *Historic and Cultural Resource Investigation and No-Effect Concurrence Request (APE)*
- *Hazardous Materials Memo (you have already received the final copy of this, but we are including it because it will need to go to WSDOT with the other documents, because some of the documents reference it)*
- *Biological Assessment No Effect Letter*
- *NEPA Categorical Exclusion*
- *Environmental Justice Memorandum*
- *SEPA Checklist*

*If WSDOT requests additional documentation or effort by the Consultant beyond that described in the Scope of Services for Phase 1, this will be considered additional services and can be provided as an additional service.*

## **Task 5 – Utility Coordination**

### **5.1 – Utility Coordination**

The Consultant will continue ongoing coordination with the effected utilities which were identified in Phase 1 of the design. This task will include the following services by the Consultant:

- Maintain and update the utility coordination log (Excel-based spreadsheet)
- Continue verifying ownership of the facilities identified in phase 1.
- Coordinate and attend up to eight (8) office or field meetings with the franchises located within the project limits and prepare meeting notes.
- Coordination with franchise utilities for special provisions and minimal construction requests for existing utility protection for incorporation into the construction documents (this does not include the design or relocation of franchise utilities).

Assumptions:

- City will prepare email and communication and send franchise utilities project Plans at 60%, 90%, 100% and final bid documents.

Deliverables:

- Meeting minutes

### **5.2 – Conflict Identification and Potholing**

The Consultant will identify utility conflicts and provide the following services:

- Identify potential utility conflicts and pothole locations during the 60% design phase, and prepare utility conflict exhibits.



- Manage pothole program on behalf of the City and franchise utilities. Prepare and maintain a utility conflict analysis spreadsheet, distribute results to utilities

### 5.3 – Relocation Coordination and Utility Space Plan

The Consultant will coordinate with the franchise utilities regarding franchise utility design and proposed utility locations, and provide the following services:

- Coordinating with the franchise utility owner to relocate facilities (facility relocations provided by franchise utility owner), helping identify potential locations for franchise utilities to relocate to. The Consultant will review the franchise utilities design and plans in an effort to confirm there will be no conflict with other facilities and the City's proposed project work.
- Prepare Utility Space Plans: The Consultant will prepare utility space plans and typical sections that will be the result of the coordination with the franchise utilities, City utilities and will show proposed and existing utility locations. The purpose of these Plans will be to provide potential locations for relocated utilities and to confirm with franchise utilities acceptable locations for relocated facilities and to be used as a communication tool. These will NOT be construction Plans for the City or the franchise utilities. Proposed franchise utilities, as designed by the franchise utilities, will be shown by reference in the PS&E documents described in other tasks.

#### Deliverables:

- Distribute project plan sheet utility exhibits showing identified potential utility conflicts to effected utility owners.
- Pothole plan exhibit
- Utility conflict analysis spreadsheet, including potholing results.
- Utility Space Plans and typical sections
- Meeting minutes

#### Assumptions:

- Utility potholing will be provided by a utility locate service under this contract.
- The redesign and/or relocation of franchise owned utilities Plans for construction will not be performed by the Consultant, and relocation Plans prepared by the franchise utility will not be included in this project. It is assumed that franchise utilities will be responsible to design in detail and prepare Plans for relocation construction and construction for those facilities will occur under a separate construction contract. These services would be considered additional services by the Consultant and can be included as a supplement to this Scope of Services.

### 5.3 – Utility Coordination QA/QC Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

### **Task 6 – VACANT**



### **Task 7 – WSDOT Coordination**

The Consultant will coordinate with WSDOT regarding the approval of the 90% and Final construction plans, specifications, and opinion of cost. The Consultant will also coordinate with WSDOT regarding the approval of the ROW Plans, required checklists, and public information findings (PIF), if required, for federally funded projects.

#### **Work Elements:**

##### **7.1 – WSDOT Coordination for Right-of-Way Plans**

The Consultant will arrange, prepare for, attend, and prepare meeting minutes for up to one (1) meeting with WSDOT to discuss the project. Because there is federal funding included in the project, WSDOT will need to approve the Right-of-Way Plans. The meeting will focus on gaining WSDOT concurrence of these documents and answer questions from WSDOT. This task includes coordinating with WSDOT through e-mails and by phone. The Consultant will prepare hard copies and electronic copies of the Right-of-Way Plans and submit to WSDOT for review.

#### **Deliverables:**

- Up to five (5) hard copies of a meeting agenda for each meeting, and after each meeting, meeting minutes will be distributed electronically via e-mail to each participant in the meeting in PDF format
- Up to three (3) hard copies of Right-of-Way Plans and contract provisions, and one electronic pdf copy, for WSDOT review
- Prepare the PS&E checklist to be submitted to WSDOT with the 90% PS&E package

##### **7.2 – WSDOT Coordination for PS&E**

Because there is federal funding included in the project, WSDOT will need to approve the project's construction contract documents. This task includes coordinating with WSDOT through e-mails and by phone. The Consultant will prepare hard copies and electronic copies of the 90% plans, opinion of costs, and contract specifications and submit to WSDOT for review.

The Consultant will review and address WSDOT comments resulting from the 90% review. The Consultant will arrange, prepare for, attend, and prepare meeting minutes for up to one (1) meetings with WSDOT to discuss the 90% comments and prepare for the final submittal.

#### **Deliverables:**

- Up to three (3) hard copies of 90% and Final plans and contract provisions, and one electronic pdf copy, for WSDOT review and approval
- Provide additional support information to WSDOT as requested to obtain approval by WSDOT for the final contract documents.



### 7.3 – Preparation of Public Information Findings (PIFs)

The Consultant will prepare and submit Public Information Findings (PIFs) as required for WSDOT on federally funded projects. It is anticipated that a PIF will be prepared for traffic signal related items.

Deliverables:

- Prepare and submit PIFs as required by WSDOT for review and approval

## **Task 8 – Geotechnical Investigations (by HWA GeoSciences)**

### **8.1 - Geotechnical Project Management**

HWA will prepare monthly invoices, and progress reports and will correspond with the City of Redmond and Pertee in the form of emails, fax, and telephone calls, as necessary. HWA will provide project management for the geotechnical engineering subtasks.

### **8.2 - Field Explorations/Lab Testing**

- **Review Readily Available Geotechnical information:** Upon notice to proceed HWA will review readily available geotechnical information for the project corridor to get a better idea of the general geology of the site and surrounding area. This will include a review of available geologic maps, HWA's library of geotechnical borings in the area and data from online databases.
- **Plan and Coordinate Field Exploration Program:** HWA will plan and coordinate the geotechnical field exploration program for this project. This will include coordinating with local drillers and developing appropriate traffic control plans.
- **Generate Field Exploration Memo:** HWA shall generate a field exploration memo that outlines our proposed field exploration program. This memo will be used to convey critical information to the city for permitting and approval processes. The memo will include a narrative explaining the type, depth, location and timing of our proposed field explorations. A figure showing the locations of our proposed field explorations, laydown areas and access points will be provided. Traffic control plans will be included, as appropriate.
- **Complete Utility Locates:** HWA will notify the one-call utility locating service to have underground utilities located in the vicinity of the proposed borings.
- **Conduct Geotechnical Borings:** After all subsurface utilities have been located HWA will utilize limited access drilling equipment to conduct the proposed explorations. The exploration program will consist of drilling six (6) total borings. Two borings will be drilled at the intersection of 152<sup>nd</sup> Ave NE and NE 24<sup>th</sup> Street in support of signal pole and retaining wall design. HWA will also drill two borings at the 2600 crossing of 152<sup>nd</sup> Ave NE to support signal pole foundation and retaining wall design (2 borings). Each of the street corner borings will be drilled behind the existing sidewalk and outside of the traffic lanes. Two borings will also be drilled on each side of 152<sup>nd</sup> Ave NE, near the midpoint of the corridor, in support of retaining wall



and luminaire foundation design, and will be drilled behind the existing sidewalk and outside of the traffic lanes. We expect the drilling will take two working days to complete. The proposed exploration program will conform to the recommended exploration frequencies outlined in the WSDOT Geotechnical Design Manual. Each of these borings will be drilled to a depth of 20 feet with hollow stem auger drilling methods. We will obtain Standard Penetration Test (SPT) samples at 2½ to 5-foot intervals throughout each boring. The borings will be monitored and logged under full-time observation of an HWA representative. The boring will be drilled by a licensed geotechnical/well driller under subcontract to HWA and the well will be completed in accordance with Chapter 173-160 WAC.

- **Generate Boring Logs and Assign Laboratory Testing:** All of the soil samples retrieved from our explorations will be sealed in plastic bags and taken to our Bothell, Washington laboratory for further examination and testing. Selected soil samples will be tested to determine relevant engineering and index properties for our engineering analyses. Soil and laboratory test information will be presented on summary boring logs that will be generated upon completion of our exploration program.

#### Assumptions:

- The borehole locations will be surveyed by Perteet.
- No groundwater monitoring wells will be installed.
- Relatively disturbed subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet in the upper 20 feet and at intervals of 5 feet below 20 feet (if applicable).
- The boreholes will be backfilled to the surface.
- Investigation derived waste (IDW) that includes soil cuttings and drilling mud will be removed from the site and disposed of as part of this contract (only non-contaminated IDW).
- No analytical testing for soil contamination is included in this scope of work.
- Street use, and other permit fees will be paid by others.
- Universal Field Services will obtain right of entry to access the proposed exploration locations if on private property.

#### 8.3 - Geotechnical Engineering

- **Generate Seismic Design Parameters:** Based on the subsurface soils along the alignment, HWA shall determine the Site Class for seismic design. The design spectral acceleration parameters shall then be selected in accordance with the AASHTO Guide Specifications.
- **Evaluate Soils for Liquefaction Potential:** HWA shall evaluate the susceptibility to liquefaction of the materials along the alignment for the design seismic event required by AASHTO.
- **Provide Retaining Wall Recommendations:** HWA will evaluate the subsurface soils at the locations of the proposed retaining walls along the alignment. Based on these soils, HWA will provide recommendations for design and construction of these walls.





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- **Signal Pole and Luminaire Foundation Design:** HWA will evaluate the subsurface soils at the locations of the proposed signal poles and luminaires along the alignment. HWA will provide allowable lateral bearing pressures for each proposed foundation.
- **Conduct Screening for Infiltration Potential:** HWA will utilize grain size analysis to screen for the potential for onsite infiltration along the corridor. If the near surface soils are found to be normally consolidated, grain size analysis will be used to develop a design infiltration rate for potential infiltration facilities. If the near surface soils are determined to be suitable for infiltration but overly consolidated, a small scale pilot infiltration tests (PIT) will be conducted as an optional service. Completion of a modified pilot infiltration test is not part of this base scope of work.
- **Team Meeting to Discuss Results:** HWA will attend one team meeting with the City of Redmond and Perteet to discuss the project geotechnical considerations.
- **Draft and Final Geotechnical Report:** HWA will prepare draft and final geotechnical reports presenting the results of our studies and design recommendations for geotechnical engineering related components of the project. Geotechnical reports will include exploration logs, site and exploration plan, laboratory test results, analytical output and design charts, as appropriate, and design recommendations relative to earthwork.
- **Geotechnical Support and Coordination of Plans and Specifications:** HWA will collaborate with Perteet and the City of Redmond to ensure that the geotechnical engineering requirements are properly incorporated into the plans and specifications.

## Deliverables:

- Draft and Final Geotechnical Reports

## Assumptions:

- Two (2) geotechnical borings will be performed at each intersection (24<sup>th</sup>/152<sup>nd</sup> and 26<sup>th</sup>/152<sup>nd</sup>, and two (2) borings mid-block. If the results of the borings vary significantly, it may be recommended that additional borings at the remaining signal pole locations, and/or along the street, be performed. These services would be considered additional services and may be performed as a supplement to this contract or a management reserve release request.
- The geotechnical borings will be picked up in the field by the Consultant's survey crew. This service is included under the Survey and Basemapping task of this Scope of Services.
- This Task does not include pilot infiltration testing (PIT). If it is determined by the geotechnical investigation that PIT will be needed, PIT will be authorized by the City as described in the Directed Services.
- This Task does not include the installation of groundwater monitoring wells. City will provide groundwater information to the Consultant. Groundwater assumptions will be made based on the information in the Geotechnical Report for the Overlake Village LID Retrofit Project, as prepared by GeoEngineers.
- Pavement design will be completed by the City.



## **Task 9 – Design Memorandum**

### **9.1 Design Memorandum**

The Consultant will prepare a Design Memorandum that will document and summarize preliminary design information of the proposed improvement. The Design Memorandum will identify the project's design criteria on elements such as, but not limited to, lane widths, design and posted speeds, sidewalk configuration, and stormwater criteria. The Design Memorandum will be prepared with the 60% design phase.

The Design Memorandum will include:

- Executive Summary succinctly describing proposed improvements
- Design Criteria (Example elements include design year, posted and design speeds, design vehicle, and geometric features, cycle track criteria, pedestrian criteria)
- Brief summary of alternatives considered, including the exhibits that were used for decision making in the preliminary design phase.
- Summary of utility impacts and issues.
- Description of Proposed Improvements, including:
  - Proposed roadway section
  - Proposed roadway pavement section
  - Pedestrian facilities
  - Bicycle facilities
  - Illumination. The following documents will be provided in the Appendix.
    - Design light levels and areas
    - Results of lighting analysis
    - Recommended light pole locations (60% Plan sheets)
- Considerations for Final Design

Assumptions:

- Stormwater analysis and design information will be prepared in a separate Stormwater Technical Memorandum and will not be included in the Design Memorandum.

Deliverables:

- Draft and Final Design Memorandum submitted via e-mail in PDF format, and up to three (3) hard copies delivered via US Mail.

### **9.2 Design Memorandum QA/QC of Deliverables**

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed



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**Task 10 – Right-of-Way Plans**

Preliminary Right-of-Way plans will be prepared under phase 1 of the Consultant Contract. Under this Task, the Consultant will update the Preliminary Right-of-Way plans and prepare Draft and Final Right-of-Way Plans.

- Draft Right-of-Way plans will be prepared once the 60% design plans have been submitted to the City, and 60% review comments have been received by the Consultant.
- Final Right of-Way plans will be completed once negotiations have been finalized with the property owners.

**Assumptions:**

- Right-of-Way Plans are intended for the City's records. Parcel exhibits will be prepared for the appraisals, for negotiations with property owners, and for final acquisition documents. Parcel exhibits will be prepared under a separate task under this Scope of Services.

**Deliverables:**

- Draft and final of the Right-of-Way Plans.

**Task 11 – 60% Plans and Estimates (P&E) Preparation**

The Consultant will prepare 60% plans to permit an appropriate layout in the field for construction and other purposes. The plans will be prepared in City of Redmond format to facilitate record drawing transfer to the City's GIS system. They will be prepared to a level of competency presently maintained by practicing professionals in the field of transportation engineering in the Puget Sound Region. This work element will utilize the project's design criteria that was established and agreed upon with the City during phase 1 of the design.

Plans will include details for the construction of the proposed improvements including details for pavement removal, curb ramp and sidewalk improvements, installation of minor storm drainage improvements, site preparation/ erosion control, utility adjustments, signal & illumination work (including loop replacement, video detection, and pedestrian signal installation), channelization, and signing.

Plans will also include retaining wall profiles and details. This Scope of Services assumes short (2.5-feet or less) concrete or block wall on the west side of 152<sup>nd</sup>, structural earth walls on the east side of 152<sup>nd</sup>, and a soldier pile wall on the southeast corner of 24<sup>th</sup>/152<sup>nd</sup>. Soldier pile wall design will be provided by CG Engineering and other wall types will be design by Pertee.

**Work Elements:****11.1 – Review and Response to 30% Comments**

The Consultant will review the City's 30% review comments for incorporation into the 60% design phase. The effort under this work element will include the preparation of the formal response by the Consultant to the City's 30% review comments. The Consultant will provide responses in the City's PS&E Review Comment Form that was provided by the City.



## 11.2 – 60% Design Plans Preparation

The Consultant will prepare and submit to the City 60% Design plans for the preferred project footprint that was selected by the City during phase 1 of the design.

This design task includes modification to the private property stormwater systems for parcel numbers 2063500060, 2063500070, and 6448500010. These revisions will be necessary due to the impacts of the project to existing stormwater structures and detention pipe systems.

At this time a total of up to 71 plan sheets (including cover and legend sheets) are anticipated. The 60% plans will be prepared utilizing 11" by 17" sheets at 1" = 40' scale (for most sheets).

These plans will be used as the basis for development of the 60% level opinion of cost for the project.

Specific 60% plans are anticipated to consist of:

- Cover Sheet (1 sheet)
- Legend Sheet (1 sheet)
- Typical Roadway Sections (2 sheet)
- Site Preparation/Erosion Control Plans (2 sheets) - These plans will identify the pavement removals, clearing and grubbing, and significant obstruction removals.
- Paving and Grading Plans, Profiles, and Miscellaneous Details (12 sheets) - These plans will demonstrate the project footprint and will include horizontal and vertical alignment information, paving limits, and limits of cut/fill required. Existing utility features will be shown in halftone (screened).
- Wall Plans (7 sheets) (3 sheets by CG Engineering, 4 sheets by Perteet)
- Utility Plan, including water and sanitary sewer connections, and proposed franchise utility locations. Profiles, and Details (3 sheets)
- Stormwater Plan, Profiles, and Details (6 sheets)
- Planting and Irrigation Plans (6 sheets) (by HBB) – Planting plans and photo cut sheets for street trees, shrubs and groundcover options. Planting design will be limited to general plant massing and tree locations with typical plant palette only.
- Urban Streetscape Plans (6 sheets) (by HBB) – Urban design plans and enlargement plans to include general sidewalk paving treatments and location of site furnishings. Site furnishings include pedestrian lights, benches, litter and recycling receptacles, bike racks, and tree grates as applicable. Paving limited to finish design including accent pavers.
- Signal Plans (12 sheets – see work element 11.7 below)
- Illumination Plans (4 sheets – see work element 11.8 below)
- Channelization Plans & Details (3 sheets) (by Alta)
- Construction Phasing and Traffic Control Plans, including pedestrian traffic control (6 sheets) – It is anticipated the Plan sheets will include the following:
  - Construction Phasing/Sequencing Plans



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- Specific Traffic Control Plans – for vehicles. Plans will consist of general details for various lane closure scenarios, that will be applicable to the project and the Contractor will apply to the project. These Plans do not include a detailed Traffic Control plan for the entire corridor for every specific phase of construction. The contractor will be responsible to adopt the elements in the Plan set, and for providing a more detailed phasing and traffic control (including all signs and flaggers, locations of lane tapers and closures, etc., for every construction phase) plan to the City for approval.
- Specific Traffic Control Plans – for pedestrians. This will include a high level plan sheet showing and restrictions on work/closures related to pedestrian routes, alternate routes, and the appropriate signage, as well as some details such as bypass routes and temporary curb ramps.

## Assumptions:

- The proposed roadway pavement section will be provided by the City to the Consultant. The Consultant will NOT provide for a pavement design under this Scope of Services.
- Water main, sanitary sewer main, and stormwater main will not require upgrades or replacements and design services by the Consultant are NOT included in this Scope of Services. If it is determined that existing water main, sanitary sewer main, and/or stormwater main upgrades will be needed as part of this Project, this will be considered an additional service and can be performed by the Consultant as an amendment to this Scope of Services.
- Proposed franchise utilities will be shown in the Plans, as a reference, of the utilities as provided by the franchise utilities. The Consultant will NOT be designing franchise utilities, nor will the franchise utility facility construction be included in the City's construction contract.
- Utility design and plans will provide the design of connections only from the existing mainline for water, sanitary sewer, and stormwater facilities.
- Hydrant lateral profiles will be shown on the plans.
- Urban design and landscape architecture services assume minor revisions to the 30% Plans and the implementation of items that are specified in the Overlake Village Design Guidelines. If the City requests additional concepts or custom design of amenities or facilities, these will be considered additional services and can be provided by the Consultant team as a supplement to this contract.
- Design and Plans include driveway regrading and associated improvements, and stormwater detention system revisions of two private property driveways and detention systems (pipes) on the east and west side of the street.

## Deliverables:

- 60% Plans, 11"x17" sheet size, in PDF format, with up to six (6) hardcopies.
- 60% Plans, 1 full-size set hardcopy, 22"x34" sheet size

## 11.3 – 60% Opinion of Cost Estimate

This work element will include calculating 60% level quantities and opinion of construction costs based upon the current design and alternatives chosen, the provided construction plans, and current unit bid prices.

**60% PS&E Deliverables:**

The deliverables are in addition to the frequent “over the shoulder” reviews with the City’s project manager that are expected throughout design.

- It is assumed that the City will provide one set of City review comments to the Consultant, reflective of all City staff comments, for the plans, and opinion of cost estimate.
- One (1) full-size plan set
- One (1) half-size unbound plan set of the 60% submittal, camera-ready and suitable for reproduction by the City
- One (1) electronic copy of the 60% plan set in PDF format.
- Two (2) hard copies of the 60% opinion of cost estimate
- Electronic copy of the 60% opinion of cost submitted in PDF format via electronic e-mail
- Written response to 30% comments

**11.4 – VACANT****11.5 – 60% Curb Ramp/ADA Compliance Design**

The Consultant will propose and design ADA compliant solutions for each of the 12 curb ramp areas to be constructed. The curb ramp areas for this project are not all traditional/standard curb ramps. The Consultant will grade all curb ramp, ramp, and depressed corners to meet ADA compliance guidelines. The Consultant will prepare grading exhibits to be reviewed/approved by the City as well as provide grading information on the Plans where necessary for construction.

**Deliverables:**

- Design and layout for each curb ramp area (12 ramps)
- Exhibits: The Consultant will prepare Exhibits (1-in = 10-ft scale) showing existing conditions and proposed improvements for discussion
- Attend up to two (2) coordination meetings with the City regarding curb ramp & pedestrian signal design

**11.6 – 60% Pedestrian Signal Design**

The Consultant will propose and design ADA compliant solutions for each of the accessible pedestrian signals to be constructed.

**Deliverables:**

- Design and layout for each accessible pedestrian signal
- Exhibits: The Consultant will prepare Exhibits (1-in = 10-ft scale) showing existing conditions and proposed improvements for discussion
- Attend up to two (2) coordination meetings with the City regarding curb ramp & pedestrian signal design

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### 11.7 – 60% Signal Design

The Consultant will design a traffic signal system and prepare signal plans for the preferred traffic signal alternative based on the City's review and comment of the 30% design. Signals will be designed for the intersections at 152<sup>nd</sup> and 24<sup>th</sup>, and 152<sup>nd</sup> and 26<sup>th</sup>.

The signal plans will include the elements as identified below. The associated fee for the design and plan preparation for the signal design is included in this sub-task.

#### Deliverables:

- Design and layout for each traffic signal system at the intersections noted above.
- Signal Plans (8 sheets)
- Signal Notes and Schedule Plans (1 sheets)
- Wiring Termination Plans (1 sheets)
- Input File and Display Panel Plan (1 sheets)
- Controller Cabinet Details (1 sheets)
- Signal Detail Sheets (2 sheets)

### 11.8 – 60% Illumination Design

The Consultant will update the design of the illumination system, perform illumination calculations, and prepare illumination plans, based on the City's 30% review comments.

#### Work Elements:

- Update lighting analysis using AGI32

#### Assumptions:

- No illumination analysis or design is required for adjacent streets to the property. However, basic illumination modeling and calculations will be performed for one bus stop zones.
- Standard foundations (per WSDOT standard plans) are assumed to be acceptable and no special foundation designs are required
- The City will obtain any electrical permits from the serving utility

#### Deliverables:

- 60% Plan sheets

### 11.9 60% PS&E QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

## **Task 12 – 90% Plans, Specifications and Estimates (PS&E) Preparation**

### **12.1 – Review and Response to 60% Comments**

The Consultant will review the City's 60% review comments for incorporation into the 90% design phase. The effort under this work element will include the preparation of the formal response by the Consultant to the City's 60% review comments. The Consultant will provide responses in the City's PS&E Review Comment Form that was provided by the City.

#### **Assumptions:**

- It is assumed that the City will provide one set of City review comments to the Consultant, reflective of all City staff comments, for the plans, specifications, and opinion of cost estimate.

### **12.2 – 90% Design and PS&E Preparation**

The Consultant will revise the 60% design and plans based on the City's comments and prepare the 90% plans. The 90% design will attempt to finalize the major elements of design for the project. All project elements will be detailed out/expanded and shown in the 90% plans.

The Consultant will prepare the WSDOT PS&E Checklist, to be submitted to WSDOT with the 90% plans.

### **12.3 – 90% Opinion of Cost Estimate**

The Consultant will revise the 60% opinion of cost estimate based on the City's comments and prepare the 90% opinion of construction cost to reflect the design shown in the 90% plans.

### **12.4 – 90% Contract Provisions**

This work element will include preparing contract provisions ("Specifications") for the project based on English units for the 90% submittal. These will include Special Provisions for the items of work that are not covered by the 2016 WSDOT/ APWA Standard Specifications, including Redmond General Requirements as well as bid and contract forms. Also included will be federal boilerplate language and forms required by the project due to its federal funding.

#### **Assumptions:**

- The City will provide the Consultant with their current contract boilerplate language to be included in the contract provisions and their current General Special Provisions to be included in the contract provisions.

#### **90% PS&E Deliverables:**

- One (1) full-size plan set
- One (1) half-size unbound plan set of the 90% submittal, camera-ready and suitable for reproduction by the City
- One (1) electronic copy of the 90% plan set in PDF format.





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- One (1) unbound hard copy of the 90% Contract Specifications, camera-ready and suitable for reproduction by the City
- Electronic copy of the 90% submittal Contract Specifications submitted in PDF format via electronic e-mail
- Two (2) hard copies of the 90% opinion of cost estimate
- Electronic copy of the 90% opinion of cost submitted in PDF format via electronic e-mail
- Provide WSDOT with two (2) hard copy sets of the 90% half-size plans and Contract Specifications
- Provide WSDOT with a completed PS&E checklist form
- Written response to 60% comments

## 12.5 – 90% Curb Ramp Area Design

The Consultant will revise the preliminary curb ramp designs based on the City's comments and incorporate those changes in to the 90% plans. This task will include the preparation of up to four (4) City of Redmond Maximum Extent Feasible forms, if necessary

## Deliverables:

- Design and layout for each curb ramp area (12 ramp areas)
- Exhibits: The Consultant will prepare Exhibits (1-in = 10-ft scale) showing existing conditions and proposed improvements for discussion
- City of Redmond Maximum Extent Feasible forms.
- Attend up to two (2) coordination meetings with the City regarding curb ramp design

## 12.6 – 90% Pedestrian Signal Design

The Consultant will revise the preliminary pedestrian signal designs based on the City's comments and incorporate those changes in to the 90% plans.

## Deliverables:

- Design and layout for each accessible pedestrian signal
- Exhibits: The Consultant will prepare Exhibits (1-in = 10-ft scale) showing existing conditions and proposed improvements for discussion
- Attend up to two (2) coordination meetings with the City regarding pedestrian signal design

## 12.7 – 90% Signal Design

The Consultant will revise the preliminary traffic signal designs based on the City's comments and incorporate those changes in to the 90% plans.

The signal plans will include the elements as identified below. The associated fee for the design and plan preparation for the signal design is included in this sub-task.

## Deliverables:

- Design and layout for each traffic signal system at the intersections noted above.
- Signal Plans (8 sheets)

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- Signal Notes and Schedule Plans (1 sheets)
- Wiring Termination Plans (1 sheets)
- Input File and Display Panel Plan (1 sheets)
- Controller Cabinet Details (1 sheets)
- Signal Detail Sheets (2 sheets)

**12.8 – 90% Illumination Design**

- The Consultant will revise the preliminary Illumination design based on the City's comments and incorporate those changes in to the 90% plans. The Consultant will update the Illumination Design Summary Memorandum, if needed, and submit to the City for approval. This work element includes coordination with Puget Sound Energy for location of power source.

**Deliverables:**

- Update Illumination Design Summary Memorandum, if needed
- 90% Plan sheets

**12.9 90% PS&E QA/QC of Deliverables**

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

**Task 13 – 100% Plans, Specifications and Estimates (PS&E) Preparation****13.1 – Review and Response to 90% Comments**

The Consultant will review the City's 90% review comments for incorporation into the 100% design phase. The effort under this work element will include the preparation of the formal response by the Consultant to the City's 90% review comments. The Consultant will provide responses in the City's PS&E Review Comment Form that was provided by the City.

**Assumptions:**

- It is assumed that the City will provide one set of City review comments to the Consultant, reflective of all City staff comments, for the plans, specifications, and opinion of cost estimate.

**13.2 – 100% Design and PS&E Preparation**

The Consultant will revise the 90% design and plans based on the City's comments and prepare the 100% plans. It is assumed there will be no major design changes to the project at this point. All project elements will be finalized and shown in the 100% plans.

The Consultant will provide WSDOT with 100% plans and specifications addressing WSDOT's comments from the 90% submittal if requested by WSDOT.

**13.3 – 100% Opinion of Cost Estimate**

The Consultant will revise the 90% opinion of cost estimate based on the City's comments and prepare the 100% opinion of construction cost to reflect the design shown in the 100% plans.

#### 13.4 – 100% Contract Provisions

The Consultant will revise the 90% contract provisions based on the City's comments and prepare the 100% contract provisions to reflect the design shown in the 100% plans. This will include the preparation of the Bid Item list to be included in the contract provisions.

#### 100% PS&E Deliverables

- One (1) full-size plan set
- One (1) half-size unbound plan set of the 100% submittal, camera-ready and suitable for reproduction by the City
- One (1) electronic copy of the 100% plan set in PDF format.
- One (1) unbound hard copy of the 100% Contract Specifications, camera-ready and suitable for reproduction by the City
- Electronic copy of the 100% submittal Contract Specifications submitted in PDF format via electronic e-mail
- Two (2) hard copies of the 100% opinion of cost estimate
- Electronic copy of the 100% opinion of cost submitted in PDF format via electronic e-mail
- Provide WSDOT with two (2) hard copy sets of the 100% half-size plans and Contract Specifications
- Written response to 90% comments

#### 13.5 100% PS&E QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

### **Task 14 – Final Plans, Specifications and Estimates (PS&E) Preparation**

#### 14.1 – Final Bid Documents Preparation

The Consultant will finalize the 100% plans, specifications and opinion of cost estimate based on the City's comments and WSDOT review comments and prepare final, ad ready, Bid Documents. It is assumed that 100% review comments will be minor in nature and not reflect any changes to the design. The fee effort for this task includes a review of the 2018 Standard Specifications for changes from the 2016 Standard Specifications and an update of the Special Provisions and WSDOT GSP's (due to the long schedule duration of the development of this project, it is assumed the 2018 Standard Specifications will need to be used).

The Consultant will provide WSDOT with a final set of bid documents for approval.

Deliverables:

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- One (1) half-size unbound plan set of the final bid documents, camera-ready and suitable for reproduction by the City
- One (1) full-size unbound plan set of the final bid documents, camera-ready and suitable for reproduction by the City
- One (1) electronic copy of the plan set in PDF format
- One (1) unbound hard copy of the final bid documents Contract Specifications, camera-ready and suitable for reproduction by the City
- Electronic copy of the final bid documents Contract Specifications submitted in Microsoft Word format via electronic e-mail
- Electronic copy of the final bid documents Contract Specifications submitted in PDF format via electronic e-mail
- Electronic copy of the final bid documents opinion of cost submitted in PDF format via electronic e-mail
- Provide WSDOT with two (2) final bid sets (plans and Contract Specifications)

## Assumptions:

- The City will provide Builders Exchange with a camera-ready or electronic plan set for purposes of their scanning and contract document distribution during bidding
- The City will provide Builders Exchange with a camera-ready or electronic set of Contract Specifications for purposes of their scanning and contract document distribution during bidding

**Task 15 – Right-of-Way Acquisition**

Federal funds are participating in the project, particularly in the Right of Way Phase, therefore Universal Field Services, Inc. (UFS) will complete all Right of Way Acquisition Negotiation services in accordance with the City of Redmond's (CITY) Washington State Department of Transportation's (WSDOT) approved Right of Way Acquisition Procedures, the federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA), WSDOT Local Agency Guidelines – Section 25 (Right of Way Procedures), WSDOT Local Agency Guidelines – Appendix 25.179 (Acquisition Flow Chart) and the Washington Administrative Code (WAC 468-100) state Uniform Relocation Assistance and Real Property Acquisition regulations.

Based on preliminary discussions with Perteet, Inc. (CLIENT) and City of Redmond (CITY) staff along with a site visit, it is assumed the project will require the acquisition of real property rights from up to **eight (8)** separate tax parcels of real property. The parcels impacted and real property rights required from each are shown in Table A below. This scope of work includes Administration, Coordination and Collaboration, Title/Ownership Reviews, completion of a Project Funding Estimate (PFE), Appraisal and Appraisal Review, Acquisition Negotiations, Parcel Closeout – Escrow Closing and Right of Way Certification services.

This scope of Services is based on the following:

- 1.) Discussion of the project with CLIENT and CITY staff
- 2.) Previously completed Right of Way Planning & Feasibility Study

- 3.) Review of limited public on-line information (mapping / ownership information)
- 4.) Parcel Exhibit Drawings provided by Perteet
- 5.) Site visit
- 6.) Right of Way plans are not available at this time

## Work Elements:

- A. Preparation and Administration** - Discuss, strategize and plan overall process with project team via conference call. Attend up to **twenty-four (24)** Progress meetings which can be facilitated by conference calling if preferred. Provide up to **twenty-four (24)** monthly progress reports indicating the work completed for the invoiced month, and identify issues requiring the CITY's input or assistance. UFS will provide sample acquisition documents and forms for the CITY's review and approval for use. The CITY's pre-approved documents and forms will be used when provided. Prepare parcel acquisition files to include: fair offer letters; recording and ancillary documents; a standard diary form indicating all contacts with owner(s); and other items necessary for negotiations. Prepare parcel relocation files to include: all necessary notices and forms; documents; relocation diary; payment claims; and other items necessary for relocation services. UFS will provide parcel acquisition and relocation files to CITY for WSDOT review according to the CITY'S approved Right of Way Policies and Procedures.

## Deliverables:

- Attend kick-off meeting
- Attend Twenty-four (24) Progress Meetings
- Provide Twenty-four (24) Monthly Progress Reports
- Coordinate City approval of Acquisition documents and forms for project use
- Prepare parcel acquisition files for negotiations
- Submit parcel files to CITY for WSDOT review per CITY's approved procedures

- B. Coordination and Collaboration** – the CITY has requested the project include a two-tier layer of coordination and collaboration. UFS will be available to review the City's work as it relates to Right of Way tasks subject to UFS expertise and knowledge of the subject matter and budget availability which may be supplemented at the City's discretion. UFS will work with CLIENT and CITY staff to set up and follow coordination and collaboration protocols for enhanced Quality Control measures.

## Deliverables:

- To Be Determined

- C. Title/Ownership Review** – Obtain from the CITY up to **eight (8)** title reports for impacted parcels and perform reviews of additional right of way and ownership information. Review special exceptions described in each title report to determine the CITY's acceptance of title at closing. Provide the CITY with up to **eight (8)** Title Review Summary Memos listing ownership, title exceptions, etc.

## Deliverable:

- Up to **eight (8)** Title Review Summary Memos.



- D. Public Outreach** – Assist the CITY with preparation of an “Introduction Informational Letter” for the CITY’s delivery to all impacted property owners. The letter will describe the purpose of the project, the project schedule; identify the CITY’s consultants (Engineering, Land Survey, Right of Way Acquisition/Appraisal) and the purpose of each.

Deliverable:

- Introduction Letter template

- E. Project Funding Estimate** – UFS will sub-contract and manage completion of the Project Funding Estimate (PFE) with our WSDOT approved project appraiser. Generally, the PFE is a tool to be used for confirming estimated Right of Way costs and primarily for consideration of utilizing the Appraisal Waiver process when the estimated amount of just compensation to property owners is at or below the CITY’s WSDOT approved Appraisal Waiver limit and when the acquisition is uncomplicated.

The PFE will be prepared in accordance with the CITY’s WSDOT approved Right of Way Acquisition procedures, and WSDOT’s Local Agency Guidelines – Section 25 (Right of Way Procedures). As part of the PFE, individual parcel worksheets will be prepared for each impacted parcel to estimate the amount of just compensation using comparable sales data and information obtained from project Right of Way plans. Estimated amount of just compensation from the parcel worksheet will be entered into a project summary worksheet to include other items of right of way related costs for review and use by the CITY. UFS will coordinate with the CITY to determine if the impacted parcels qualify for the Appraisal Waiver process.

At this time and for budget purposes, it is assumed no parcels will qualify for the Appraisal waiver process. However, some parcels are at varying stages of private redevelopment planning. Depending on the timing of private development, some parcels may eventually qualify for the Appraisal waiver process. Subject to completion of the PFE, the appraiser will prepare Administrative Offer Summary (AOS) worksheets if appropriate. Upon completion of the PFE, UFS will coordinate with the CITY and submit to WSDOT for review. The cost of preparing AOS worksheets will be included in the PFE cost.

Deliverables:

- Project Funding Estimate (PFE)
- Prepare up to eight (8) AOS worksheets, if required

- F. Relocation Plan** – It is assumed there are no “displaced persons” (residential occupants, businesses or personal property) displaced as a result of this project. Therefore, a relocation plan per WSDOT & Federal guidelines is not required.

Deliverable:

- Not Applicable

- G. FHWA Funds Authorization for ROW** – Shortly after the Right of Way Plans and the PFE have been submitted to WSDOT and assuming NEPA clearance has been obtained, the CITY would typically receive a letter from FHWA through WSDOT Local Programs authorizing the use of federal funds to acquire Right of Way. This letter of authorization is required in order for the



CITY to receive federal funding participation and reimbursement for costs incurred with Appraisal, Appraisal Review, Acquisition Negotiations, and Relocation Assistance services.

**Deliverable:**

- For informational purposes only (assume federal funds are in the Right of Way Phase)

**H. Appraisal & Appraisal Review** – Upon the CITY's receipt of authorization from FHWA to use federal funds to acquire Right of Way, UFS will coordinate with the CITY to determine which parcels will require Appraisal and Appraisal Reviews. Universal will subcontract and manage the Appraisal and Appraisal Review process with appraisal firms previously qualified by WSDOT and certified by the State of Washington. It is intended the Appraiser that completed the PFE, as discussed in Task E above, will complete the Appraisal reports. The Appraisal reports will be prepared in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, current WSDOT Right of Way Manual (in particular, Chapters 4 and 5), and the URA. Appraisal content and related expenses for specialty studies of hazardous materials (ESA Phase 1, 2, or 3), etc. are excluded. It is assumed properties to be appraised are clean of hazardous materials. Real property impacts associated with business signs will be included in the appraisals.

It is assumed eight (8) Appraisal and Appraisal review reports will be required for all parcels because the estimated amounts of just compensation will exceed the City's approved Appraisal Waiver limit of \$25,000, the acquisitions will be deemed complicated and property owners will request one.

Note: For offers exceeding \$10,000 and less than \$25,000, property owners must be informed if the offer is not based on an Appraisal and that one will be prepared if requested. If the property owner elects, an appraisal report together with a corresponding appraisal review report must be completed and a revised offer considered. *This requirement may have an impact on the approved right of way budget and project schedule.*

The appraiser will prepare an Administrative Offer Summary (AOS) worksheet for the qualifying parcels in lieu of Appraisals as described in Task E above. Offers to property owners that are based on AOS worksheets are considered Administrative offers.

**Assumptions:**

- There may be parking impacts on five (5) parcels.
- Parking layout modifications will be provided by others, for the appraiser's use.

**Deliverables:**

- **Eight (8)** Appraisal reports
- **Eight (8)** Appraisal Review reports

**I. Acquisition Negotiation** – Appraisals, Appraisal Reviews and AOS worksheet completed in Sub-Tasks E and H above will be submitted to the CITY for written approval establishing the amount of Just Compensation to the property owner. Upon written approval from the CITY, UFS will prepare the offer package(s) and promptly submit offer packages to the CITY for their presentation to WSDOT according to the CITY'S approved policies and procedures. When approved, UFS will present offers to purchase all the required real property interests and



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negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible.

Acquire real property rights from **eight (8)** separate tax parcels as shown in Table A below. Additional parcels or real property rights other than those shown in Table A will require an amendment to this Scope of Work and related Fee Estimate.

Negotiations will be conducted in accordance with statutory and regulatory requirements and will include: Coordinate administrative settlement approvals with the CITY; Negotiate as necessary with lien holders, Assist escrow in the closing process; Prepare and maintain parcel files to include fair offer letters, acquisition documents; develop standard diary forms indicating all contacts with owner(s), and other items necessary for negotiations.

Negotiations shall not be deemed to have failed until at least three significant meaningful contacts have been made and documented with each owner and/or their representative through direct personal contacts. Out-of-area owner(s) will be contacted by telephone, email and by certified mail. If negotiations reach an impasse, UFS will provide the CITY with written notification. The filing and cost of condemnation proceedings shall be the responsibility of the CITY.

## Deliverables:

- Acquisition Negotiation services with owners of up to **eight (8)** separate tax parcels.
- Completed parcel files including necessary records of all Right of Way Acquisition services.

- J. **Relocation Assistance** – It is assumed there are no “displaced persons” (residential occupants, businesses or personal property) displaced as a result of this project. Therefore, relocation assistance and advisory services per WSDOT & Federal guidelines is not required.

## Deliverable:

- Not Applicable

- K. **Parcel Closeout – Escrow Closing** – As part of Task I above and upon securing required acquisition agreements, UFS will submit the necessary acquisition documents and closing instructions to the designated Title/Escrow Company. UFS will work with the Title/Escrow Company in order to obtain release documentation from the encumbrance(s) of public record that are not acceptable to the CITY in order to provide clear title to the property being acquired, subject to the CITY’s title clearing guidelines. The Escrow Company shall prepare and obtain the owner(s) signature on the necessary closing documents. UFS will coordinate signatures on closing documents for submittal to the CITY and payment(s) to the owner(s), coordinate with the Escrow/Title Company in filing documents with King County.

## Deliverable:

- Deliver completed original Acquisition parcel files to the CITY

- L. **Right-of-Way Certification** – Since there are federal funds participating in the project, Right of Way Certification will be coordinated and completed through WSDOT. Right of Way acquisition





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files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. UFS will further coordinate right of way activities with the CITY and WSDOT's Northwest Local Agency Coordinator, as needed throughout the project.

**Additional Work** - If other tasks are required to be performed or there are changes in pertinent information or if negotiations exceed the industry standard for a good faith effort to negotiate (three "in-person" landowner contacts), UFS reserves the right to request additional compensation as an equitable adjustment. UFS shall not be responsible for delays caused beyond its control.

TABLE A						
Parcel Information			Parcel Impacts			
No.	Tax Pcl No.	Owner Name	Partial Fee Simple	Permanent Easement	Temp Construction Esmt	Valuation Type (see Note 1)
1	2063500080	PS Business Parks L.P.	X	X	X	AR
2	2063500070	PS Business Parks L.P.	X	X	X	AR
3	2063500060	PS Business Parks L.P.	X	X	X	AR
4	3927200230	Greater Hilands LLC	X	X	X	AR
5	0673100050	USL2 Overlake Village Center LLC	X		X	AR
6	8944420010	King County Transit	X		X	AR
7	6448500010	Overlake Center LLC	X	X	X	AR
8	2625059054	15301 Redmond LLC	X	X	X	AR

Note 1. AOS = Administrative Offer Summary AR = Appraisal and Appraisal Review

**CITY will provide the following:**

1. Approve designation of the title/escrow company used for this project. The title/escrow company will bill the CITY directly for all services provided.
2. Form approval, in electronic format, of all legal conveyance documents and relocation documents and forms prior to use (i.e. offer letters, purchase and sale agreements, escrow instructions, easements, deeds, leases and permits).
3. Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.

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4. Payment of any and all compensation payments to property owners, recording fees, legal services, condemnation costs and any incidental costs which may arise necessary to complete each transaction.
5. Send introduction letters to property owners as necessary.

**PERTEET, INC. will provide the following:**

1. Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
2. Legal descriptions in electronic format for all real property rights to be acquired.
3. Provide alternative parking lot layouts as needed.

**Assumptions:**

- If property owners request existing and/or new right-of-way and/or easement limits be marked in the field, the City will provide these markings. This Scope of Services does NOT include staking or marking of these limits by the Consultant.

**15.12 – Legal Descriptions, Map Exhibits, Negotiation Exhibits**

Legal descriptions and accompanying exhibit maps will be prepared to support right-of-way acquisition. As many as eight (8) legal description documents will be prepared. As many as eighteen (8) exhibit maps will be prepared to accompany the above legal descriptions in order to graphically represent locations.

The Consultant will prepare exhibits that can be used for negotiations and appraisals. These purpose of these exhibits will be to show specific impacts to properties, including items such as removals of trees, parking space impacts, relocation or removals of various items, and pavement reconstruction limits.

**Deliverables:**

- Up to eight (8) stamped and signed legal descriptions with accompanying exhibit maps.
- Up to eight (8) exhibits used for negotiations and appraisals.

**15.13 – Cost to Cure Alternatives Analysis**

Consultant will generate a planning level alternatives analysis for cost to cure for damages identified to a particular private property. It is anticipated this could potentially include parking impacts and utility impacts, for parcel numbers 644850-0010 (east side of street), 206350-0060 and 206350-0070 (west side of street). This may include a sketch and a high level cost to cure estimate. The purpose of this task is to support the City in decision making regarding whether compensation should be given to property owners for improvements, or if the improvements would be included in the City's construction contract. The Consultant's effort for this task is limited to the fee identified in the Consultant fee worksheet.

#### 15.14 – Negotiations Support (by design team)

The design engineering team will provide support to the right-of-way agent (UFS) and the City during negotiations with property owners. This support will include up to 8 meetings (HBB will be included in up to 3 of those meetings) with property owners and preparation of additional exhibits and materials if needed. The effort for this task is limited to the fee shown in the fee worksheet.

#### 15.15 – Right-of-Way Acquisition QA/QC of Deliverables

An internal Consultant quality assurance/quality control review of deliverables will be conducted on deliverables prepared by Perteet, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

The City will provide the QA/QC review of deliverables prepared by UFS.

### **Task 16 – Assistance During Bidding**

#### 16.1 – Assistance During Bidding

The Consultant will respond to Contractor questions as requested by the City during the bidding process. The Consultant will also help prepare up to two minor (2) addendums. The City will finalize and distribute Addendums to Builders Exchange during the bidding process. The effort for the preparation of addendums is limited to the fee identified in the attached fee schedule.

#### Assumptions:

- It is assumed that the City will prepare the bid tabulation.
- The City will review the bids received, to determine bid award.

#### Deliverables:

- Electronic copies of addendums in PDF format, if required

### **DIRECTED SERVICES**

The following tasks have been identified as potential Directed Services. If it is determined that these services will be required, before work begins these services will require authorization from the City prior to commencing any work. Budget for these services will be authorized from the Management Reserve fund.

#### **D1. Small Scale Pilot Infiltration Test (PIT)**

In the event that the geotechnical investigation grain size analysis indicate that the soils near the base of the proposed infiltration facility are suitable for onsite infiltration and are over consolidated by the glacial advance, the completion of small scale pilot infiltration testing will be required to



determine the design infiltration rate. If the geotechnical borings drilled in support of other proposed improvements suggest that the soil along the alignment are not uniform, HWA will conduct two small scale pilot infiltration tests. Completion of these tests will include the following tasks:

- **Generate Small Scale Pilot Infiltration Test Exploration Memo:** HWA shall generate a field exploration memo that outlines our proposed small scale pilot infiltration test exploration program. This memo will be used to convey critical information to the city for permitting and approval processes. The memo will include a narrative explaining the type, depth, location and timing of our proposed small scale pilot infiltration tests. A figure showing the locations of our proposed field explorations, laydown areas and access points will be provided. Traffic control plans will be included, as appropriate.

**Plan and Coordinate Small Scale Pilot Infiltration Tests:** HWA will work with a local contractor to schedule the completion of the small scale pilot infiltration tests.

**Obtain Hydrant Permit and Rent Required Equipment:** HWA will work with local jurisdictions to obtain a hydrant use permit. HWA will also rent the required equipment to convey water from the nearest fire hydrant to the location of the proposed small scale pilot infiltration tests.

**Complete Utility Locates:** Prior to conducting the small scale pilot infiltration testing program, HWA will mark the proposed test locations and notify the one-call utility locating service to have underground utilities located in the vicinity of the proposed tests.

**Conduct Small Scale Pilot Infiltration Tests:** Two small scale pilot infiltration tests will be conducted within planter area along the western side of 152<sup>nd</sup> Avenue. Both tests will be conducted within the City right of way. The small scale pilot infiltration tests will be conducted in general accordance with the method provided in the 2012 Washington State Department of Ecology Storm Water Manual. The location of the small scale pilot infiltration tests will be determined based on the soil conditions and configuration of existing utilities.

After utilities have been located, HWA will contract with a local contractor to set up the small scale Pilot infiltration tests. This preparation will be conducted under traffic control consisting shoulder work and sidewalk closure. The contractor will start by excavating the subsurface soils to the depth of the proposed infiltration facility. A 3-foot diameter PIT ring will be installed at the base of the excavation and backfilled around with native soil. The excavation and setup for each of the pilot infiltration tests will be conducted the day before each small scale pilot infiltration test is to be completed. Once the site has been prepared and the PIT ring has been installed, ¾ inch plywood will be placed over the excavation upon completion. Caution tape and barriers will be placed around the excavation overnight.

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The next morning, HWA will reinstall the traffic control and conduct the small scale PIT. Water for the test will be obtained from the fire hydrant located off of 152<sup>nd</sup> Avenue NE. Per the department of ecology manual, each small scale pilot infiltration test will take approximately 8 hours to conduct. Upon completion of the test, the plywood will be placed back over the excavation and the traffic control will be removed.

The morning after each test, HWA will reinstall the traffic control and reestablish the grade of the planter area. Grade will be reestablished with native soils from the excavation. The surface of the reestablished ground will be seeded with grass seed but will not be covered in sod.

**Generate Small Scale PIT Log and Assign Laboratory Testing:** All of the soil samples retrieved from the PIT test will be sealed in plastic bags and taken to our Bothell, Washington office for further examination and testing. Soil information will be presented in a summary PIT log that will be generated upon completion of our exploration program.

**Conduct Geotechnical Engineering analysis:** HWA will evaluate the data obtained from the small scale PIT test and determine an appropriate infiltration rate for use in design of potential infiltration facilities.

**Reporting:** – HWA will update the geotechnical report with the results of the PIT test and associated infiltration analysis.

**Project and Contract Management:** HWA will prepare monthly invoices, and progress reports if required. We will correspond with the City of Redmond and Perteet in the form of emails, fax, and telephone calls, as necessary. We will provide project management for the geotechnical engineering subtasks.

**D2. Community Outreach & Support:** The Consultant will provide community outreach support to the City as requested. This effort may include the preparation of exhibits and written information. This may include up to two public meetings in conjunction with City staff. The Consultant effort for this task will be limited to the fee effort identified in the Consultant's fee worksheet.

**D3. Traffic Analysis and Modeling:** The Consultant will provide traffic analysis and modeling for the intersection of 152<sup>nd</sup> Avenue and the 2600 Crossing. The purpose of the analysis will be to determine the need for the northbound right turn lane. The Consultant will develop and utilize a Synchro traffic model for the traffic analysis. The Consultant will use existing traffic and turning movement data from the existing 152<sup>nd</sup> Avenue NE Corridor Study, December 21, 2010, as prepared by HDR, to set up the traffic model and perform analysis. Calibration services for the model will not be provided. This task will include the preparation of a draft and final memorandum with the results and recommendations from the analysis.



Agreement with Pertee Inc.

**Assumptions:**

- Traffic volumes and data will be provided by the City in the form of the 152<sup>nd</sup> Avenue NE Corridor Study, December 21, 2010, as prepared by HDR.
- No additional traffic volume counts or turning movements will be provided by the Consultant.

**Deliverables:**

- Draft and final memorandum in PDF format.

**DESIGN CRITERIA**

The design criteria will be the same as those identified under the original Scope of Services.

**ITEMS TO BE FURNISHED BY THE CITY**

The City will provide the following items and services to Consultant that will facilitate the preparation of the plans and studies within the limits of the project. Consultant is entitled to rely on the accuracy and completeness of the data furnished by others, including but not limited to, survey and traffic data.

- Coordination/scheduling of meetings with City staff.
- Right-of-Entry document template.
- Timely reviews of design submittals (assumed to be 2 to 3 weeks each)
- Current City of Redmond General Requirements and other Redmond desired Contract Specification materials in Word format.
- Record Drawing Requirements.

**PROJECT DELIVERABLES**

The documents, exhibits or other presentations for the work covered by this Agreement ("Documents") shall be furnished by the Consultant to the City upon completion of the various phases of the work. Whether the Documents are submitted in electronic media or in tangible format, any use of the Documents on another project or on extensions of this project beyond the use for which they were intended, or any modification of the Documents, or conversion of the Documents to an alternate system or format shall be without liability legal exposure to the Consultant: City shall assume all risks associated with such use, modifications, or conversions. Consultant may remove from the electronic Documents delivered to City all references to Consultant' involvement and will retain a tangible copy of the Documents delivered to City which shall govern the interpretation of the Documents and the information recorded. Electronic files are considered working files only-Consultant is not required to maintain electronic files beyond 90 days



Agreement with Perteet Inc.

after final project billing, and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

See deliverables under each task for those items the Consultant will provide.

Optional Services Not Included in the budgeted Scope of Services

Upon request, the following additional services could be added to the contract via an amendment to this Scope of Services:

- Sanitary Sewer Main, Stormwater Main, or Water Main Design
- Roadway pavement design services
- Air and Noise Analysis
- Construction Design Support
- Construction Management
- Falling weight deflectometer testing.



## Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700 | F 425.339.6018

Project: 152nd Avenue Main Street - Phase 2 - Final Design  
 Client: City of Redmond

## Exhibit D

## Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Sr. Associate	22	\$172.23	\$3,789
Sr. Associate	24	\$203.72	\$4,889
Sr. Associate	441	\$204.22	\$90,060
Lead Engineer / Mgr	524	\$135.84	\$71,181
Lead Engineer / Mgr	136	\$156.97	\$21,348
Lead Engineer / Mgr	75	\$161.40	\$12,105
Engineer III	223	\$113.02	\$25,203
Engineer II	124	\$94.18	\$11,679
Engineer II	410	\$97.20	\$39,850
Engineer II	47	\$100.55	\$4,726
Engineer II	91	\$107.15	\$9,750
Engineer I	7	\$91.04	\$637
Lead Technician/Designer	452	\$93.05	\$42,059
Lead Technician/Designer	11	\$124.89	\$1,374
Lead Technician/Designer	173	\$125.70	\$21,746
Professional Land Survey II	32	\$131.85	\$4,219
Professional Land Survey I	20	\$100.55	\$2,011
Office Technician	90	\$102.34	\$9,211
Field Technician III	90	\$105.11	\$9,460
Field Technician II	90	\$94.18	\$8,476
Survey Manager	16	\$145.29	\$2,325
Accountant	18	\$103.85	\$1,869
Clerical	10	\$75.82	\$758
<b>Total Hourly Costs</b>	<b>3,126</b>		<b>\$398,729.00</b>

## Reimbursables

<u>Expenses</u>	<u>Amount</u>
Utility Location Service	\$6,400
<b>Total Expenses</b>	<b>\$6,400.00</b>

<u>In-House Costs</u>	<u>Qty</u>	<u>Rate</u>	<u>Amount</u>
Robotic Total Station	4	\$100.000	\$400
Mileage - \$.54	1,420	\$0.540	\$767
<b>Total In-House Costs</b>			<b>\$1,167.00</b>

## Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
Alta Planning + Design, Inc.	\$63,641.00	1.00	\$63,641
CG Engineering, PLLC	\$18,210.00	1.00	\$18,210
Hough Beck & Baird, Inc.	\$57,809.00	1.00	\$57,809
HWA GeoSciences Inc	\$61,624.00	1.00	\$61,624
Universal Field Services	\$107,097.00	1.00	\$107,097
<b>Total Subconsultant Costs</b>	<b>\$308,381.00</b>		<b>\$308,381.00</b>





**Perteet**

## Consultant Fee Determination Summary

2707 Colby Avenue, Suite 900, Everett, WA 98201 | P 425.252.7700 | F 425.339.6018

Project: 152nd Avenue Main Street - Phase 2 - Final Design  
Client: City of Redmond

Other	
Management Reserve	\$67,076
<b>Total Other Costs</b>	<b>\$67,076.00</b>
<b>Contract Total</b>	<b>\$781,753.00</b>

Prepared By: Regina M Parenteau

Date: October 10, 2016

Exhibit "D-1"  
Perteet, Inc.  
2707 Colby Avenue, Suite 900  
Everett, WA 98201  
Negotiated Hourly Rate Sheet  
City of Redmond - 152nd Ave. Main Street

Contract Anniversary Date:

Overhead:

183.94%

Fixed Fee:

30%

Job Classification	Direct Labor (DL)	Overhead % (OH x DL)	Fixed Fee % (Fee x DL)	All Inclusive Hourly Billing
Executive	103.59	190.54	31.08	325.21
Principal	79.52	146.27	23.86	249.65
Sr. Associate	72.14	132.69	21.64	226.48
Sr. Engineer/Manager	58.71	107.99	17.61	184.31
Lead Engineer/Manager	51.41	94.56	15.42	161.40
Engineer III	37.70	69.35	11.31	118.36
Engineer II	34.13	62.78	10.24	107.15
Engineer I	29.00	53.34	8.70	91.04
Planner II	35.88	66.00	10.76	112.64
Lead Tech/Designer	41.74	76.78	12.52	131.04
Construction Tech III	32.86	60.44	9.86	103.16
Construction Tech II	27.56	50.69	8.27	86.52
Survey Manager	46.28	85.13	13.88	145.29
Professional Land Surveyor II	42.00	77.25	12.60	131.85
Professional Land Surveyor I	32.03	58.92	9.61	100.55
Office Tech	32.60	59.96	9.78	102.34
Field Tech III	33.48	61.58	10.04	105.11
Field Tech II	30.00	55.18	9.00	94.18
Field Tech I	28.00	51.50	8.40	87.90
Construction Engineer III	42.44	78.06	12.73	133.24
Construction Engineer II	37.80	69.53	11.34	118.67
Construction Engineer I	29.00	53.34	8.70	91.04
Construction Observer III	50.00	91.97	15.00	156.97
Network Specialist	24.56	45.18	7.37	77.10
Controller	43.34	79.72	13.00	136.06
Contract Administrator	53.29	98.02	15.99	167.30
Accountant	33.08	60.85	9.92	103.85
Clerical	24.15	44.42	7.25	75.82
Marketing Proposal Coordinator	44.10	81.12	13.23	138.45

Direct (Non-Salary) Reimbursable Expenses

GIS/Traffic Modeling	\$15 per hr.
Color Copies	\$.80 ea.
Mileage	@ current federal rate
Dual Frequency GPS Receiver	\$150/unit/day
Robotic Total Station Data Coll.	\$100/day
Digital Level	\$50/day
Survey Monuments & Cases	Cost plus 10%
Authorized Subconsultants	Cost plus 10%

Note: Invoiced DL may be less than the maximum rate shown per job classification but will not exceed the maximum rate. Rates are subject to renegotiation upon the one year anniversary of contract execution.

## Exhibit E

### Subconsultant Fee Determination

Subconsultant: Alta Planning & Design

Project: 152nd Avenue Main Street - Phase 2 - Final Design

Client: City of Redmond

<b>Hourly Costs</b>
---------------------

<b><u>Classification</u></b>	<b><u>Hours</u></b>	<b><u>Rate</u></b>	<b><u>Amount</u></b>
Principal	24	193.98	4,655.61
Principal, Senior Associate	128	133.70	17,113.00
Principal, Senior Associate	24	170.54	4,092.88
Designer Level I	162	77.30	12,522.49
Associate	82	138.51	11,357.60
Senior Engineer	80	114.94	9,195.00
Administration	61	72.21	4,404.90
Total Hourly Costs			63,341.47

<b>Reimbursables</b>
----------------------

<b><u>Expenses</u></b>	
Miscellaneous	300.00

<b>Contract Total</b>	<b>63,641.47</b>
-----------------------	------------------

Alta Planning & Design  
Negotiated Hourly Rate Sheet  
City of Redmond - 152nd Ave. Main Street Phase 2

Overhead:      Fixed Fee:  
1.765              0.3

All Inclusive  
Hourly Billing  
Rate

Overhead %      Fixed Fee %  
(OH x DL)      (Fee x DL)

Direct Labor (DL)

Job Classification				
Senior Principal	103.90	183.38	31.17	318.45
Principal	91.34	161.22	27.40	279.96
Principal, Senior Associate	60.61	106.98	18.18	185.77
Principal, Senior Associate	50.00	88.25	15.00	153.25
Principal, Senior Associate	48.51	85.62	14.55	148.68
Principal, Senior Associate, Associate	47.31	83.50	14.19	145.01
Senior Associate, Associate	43.31	76.44	12.99	132.75
Senior Associate, Associate	42.67	75.31	12.80	130.78
Senior Associate, Associate	40.87	72.14	12.26	125.27
Associate, Senior Engineer/Planner/Designer/Graphics	38.82	68.52	11.65	118.98
Associate, Senior Engineer/Planner/Designer/Graphics	37.98	67.03	11.39	116.41
Senior Planner/ Designer/Engineer/Graphics	34.62	61.10	10.39	106.11
Senior Planner/ Designer/Engineer/Graphics	32.69	57.70	9.81	100.19
Planner/Designer/Engineer/Graphics Level I	30.50	53.83	9.15	93.48
Planner/Designer/Engineer/Graphics Level I	27.50	48.54	8.25	84.29
Planner/Designer/Engineer/Graphics Level I + Level II	25.48	44.97	7.64	78.10
Planner/Designer/Engineer/Graphics Level I + Level II	23.08	40.74	6.92	70.74
Administration	44.23	78.07	13.27	135.56
Intern	18.00	31.77	5.40	55.17

Direct (Non-Salary) Reimbursable Expenses

GIS/Traffic Modeling      \$15 per hr.

Color Copies      \$.80 ea.

Mileage current federal rate

### Subconsultant Fee Determination

Subconsultant: CG Engineering, PLLC

Project: 152nd Avenue Main Street - Phase 2 - Final Design

Client: City of Redmond

<b>Hourly Costs</b>
---------------------

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	10	213.19	2,131.90
Project Manager	47	125.64	5,905.08
Engineer II	74	81.30	6,016.20
CAD Drafter	35	91.38	3,198.30
Clerical	11	64.50	709.50
Total Hourly Costs			17,960.98

<b>Reimbursables</b>
----------------------

<u>Expenses</u>	
Miscellaneous	250.00

<b>Contract Total</b>	<b>18,210.98</b>
-----------------------	------------------

CG Engineering, PLLC  
Negotiated Hourly Rate Sheet  
City of Redmond - 152nd Ave. Main Street Phase 2

Overhead:      Fixed Fee:  
1.3875              0.3

Job Classification	Direct Labor (DL)	Overhead % (OH x DL)	Fixed Fee % (Fee x DL)	All Inclusive Hourly Billing Rate
Principal	79.33	110.07	23.80	213.20
Project Manager	46.75	64.87	14.03	125.64
CADD Manager	34.00	47.18	10.20	91.38
SE II	30.25	41.97	9.08	81.30
Clerical	24.00	33.30	7.20	64.50

### Subconsultant Fee Determination

Subconsultant: Hough Beck & Baird, Inc.

Project: 152nd Avenue Main Street - Phase 2 - Final Design

Client: City of Redmond

Hourly Costs
--------------

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal	18	192.11	3,457.98
Project Manager	86	148.32	12,755.52
Designer	46	93.23	4,288.58
Computer/Tech	444	76.28	33,868.32
Business Mgmt.	4	104.53	418.12
Administration	14	62.15	870.10
Total Hourly Costs			55,658.62

Reimbursables
---------------

**Expenses**

Arborist Services	1,800.00
Reproduction, Printing, etc...	350.00

<b>Contract Total</b>	<b>57,808.62</b>
-----------------------	------------------

Hough Beck & Baird, Inc.  
 Negotiated Hourly Rate Sheet  
 City of Redmond - 152nd Ave. Main Street Phase 2

Overhead:      Fixed Fee:  
                  1.5251              0.3

	Overhead %	Fixed Fee %	All Inclusive
Direct Labor (DL)	(OH x DL)	(Fee x DL)	Hourly Billing Rate

**Job Classification**

Principal	68.00	103.71	20.40	192.11
Project Manager	52.50	80.07	15.75	148.32
Designer	33.00	50.33	9.90	93.23
Computer/Tech	27.00	41.18	8.10	76.28
Business Mgmt.	37.00	56.43	11.10	104.53
Adminisration	22.00	33.55	6.60	62.15



### Subconsultant Fee Determination

Subconsultant: HWA GeoSciences, Inc.

Project: 152nd Avenue Main Street - Phase 2 - Final Design

Client: City of Redmond

<b>Hourly Costs</b>
---------------------

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal IX	10	264.05	2,640.50
Geotechnical Engineer VI	6	168.37	1,010.22
Geotechnical Engineer VI	64	168.37	10,775.68
Geotechnical Engineer III	96	117.87	11,315.52
Geologist VII	2	182.92	365.84
Geologist I	3	81.13	243.39
CAD	12	71.96	863.52
Administrative Support	2	67.66	135.32
Total Hourly Costs			27,349.99

<b>Reimbursables</b>
----------------------

<u>Expenses</u>	
Parking/Mileage	240.00
Drilling Subcontractor	8,000.00
Traffic Control	750.00
Soil Lab Testing	1,200.00

<b>Contract Total</b>	<b>37,539.99</b>
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### Subconsultant Fee Determination

Subconsultant: HWA GeoSciences, Inc.

Project: 152nd Avenue Main Street - Phase 2 - Final Design

Client: City of Redmond

#### Optional Services

Hourly Costs
--------------

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal IX	8	264.05	2,112.40
Geotechnical Engineer VI	22	168.37	3,704.14
Geotechnical Engineer III	19	117.87	2,239.53
Geologist V	75	104.08	7,806.00
Geologist I	3	81.13	243.39
CAD	4	71.96	287.84
Administrative Support	1	67.66	67.66

Total Hourly Costs	16,460.96
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Reimbursables
---------------

#### Expenses

Parking/Mileage	175.00
Hydrant Permit and Hose Rental	600.00
Pit Excavation and Restoration	5,000.00
Traffic Control	750.00
Laboratory Testing	1,098.00

<b>Contract Total</b>	<b>24,083.96</b>
-----------------------	------------------

HWA GeoSciences, Inc.  
Negotiated Hourly Rate Sheet  
City of Redmond - 152nd Ave. Main Street Phase 2

Overhead:      Fixed Fee:  
                    1.884              0.3

All Inclusive  
Overhead %   Fixed Fee %   Hourly Billing  
Direct Labor (DL)      (OH x DL)      (Fee x DL)      Rate

<b>Job Classification</b>				
Principal IX	82.93	156.24	24.88	264.05
Geotechnical Engineer VI	52.88	99.63	15.86	168.37
Geotechnical Engineer III	37.02	69.75	11.11	117.87
Geologist VII	57.45	108.24	17.24	182.92
Geologist V	32.69	61.59	9.81	104.08
Geologist I	25.48	48.00	7.64	81.13
CAD	22.60	42.58	6.78	71.96
Administrative Support	21.25	40.04	6.38	67.66

### Subconsultant Fee Determination

Subconsultant: Universal Field Services, Inc.

Project: 152nd Avenue Main Street - Phase 2 - Final Design

Client: City of Redmond

<b>Hourly Costs</b>
---------------------

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Quality Assurance	24	93.71	2,249.04
Project Manager	204	74.98	15,295.92
Right of Way Specialist	432	66.46	28,710.72
Sr. Administrative Specialist	212	51.13	10,839.56
Total Hourly Costs			57,095.24

<b>Reimbursables</b>
----------------------

**Expenses**

Mileage	1,449.36
Photographs, equipment rental, etc...	1,602.00
Project Funding Estimate, Appraiser, 8 Parcels	27,283.00
Appraisal, 8 Parcels	11,667.00
Appraisal Review	8,000.00

<b>Contract Total</b>	<b>107,096.60</b>
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Universal Field Services, Inc.  
Negotiated Hourly Rate Sheet  
City of Redmond - 152nd Ave. Main Street Phase 2

Overhead:      Fixed Fee:  
0.4042              0.3

All Inclusive  
Hourly Billing  
Rate

Overhead %   Fixed Fee %  
Direct Labor (DL)      (OH x DL)      (Fee x DL)

<b>Job Classification</b>				
Quality Assurance	55.00	22.23	16.50	93.73
Project Manager	44.00	17.78	13.20	74.98
Right of Way Specialist	39.00	15.76	11.70	66.46
Sr. Administrative Specialist	30.00	12.13	9.00	51.13



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** November 15, 2016

**SUBJECT: Approval of Ground Lease Between City of Redmond and Hopelink for Sammamish River Business Park**

**I. RECOMMENDED ACTION**

Authorize the Mayor to sign the proposed lease between the City of Redmond and Hopelink for the Sammamish River Business Park.

**II. DEPARTMENT CONTACTS**

Jane Christenson, Deputy City Administrator, 556-2107 or [jchristenson@redmond.gov](mailto:jchristenson@redmond.gov)

**III. DESCRIPTION/BACKGROUND**

Hopelink is a non-profit social service agency that has been headquartered in the City of Redmond since 1990. Hopelink's mission is to promote self-sufficiency by providing social/human services/assistance for individuals and families throughout King and Snohomish Counties. Since its founding in 1971, it has grown to an agency providing a broad range of services to those in need, including transportation, emergency financial assistance, food banks, energy/heating assistance, housing for homeless families, case management, employment services, adult education and financial literacy.

For 20 years, Hopelink provided these community services at the Together Center in Redmond. As community needs have grown, Hopelink moved to its current location on Cleveland Street, but has been exploring locations to consolidate its services and administration into an integrated service center.

As the Council was advised in August 2015, the City's under-utilized Sammamish River Business Park property - currently used for storage and miscellaneous maintenance space – was deemed suitable to meet Hopelink's needs. Since that time, Hopelink has been in discussions with the City regarding a long-term land lease, similar to those executed for other non-profit community services in Redmond.

As envisioned, the Redmond Integrated Service Center (RISC) will offer a one-stop location for the Hopelink services noted above, co-locating its assistance to those in need along with its leadership and administrative team. It plans to demolish the existing buildings and construct a new two-story LEED silver facility set back from the Sammamish River. It is currently engaged with the City's Planning Department to secure the necessary permits for its headquarters, with construction anticipated to begin in May 2017.

As reviewed with the Council's Finance, Administration and Communications (FAC) Committee at its October 25 meeting, the major provisions of the proposed lease are summarized below.

- Term: 75 years\*
- Lease Payment: \$10 per year plus applicable taxes/utilities/fees/insurance
- Premises leased "as is"
- Project shall be constructed at Hopelink's sole cost
- City shall vacate the premises in February 2017
- Construction estimated to begin in May 2017 with completion in September 2018\*

*\* Please note the only significant changes since the Committee met include (1) the lease term, which has been revised to reflect a comparable term to that in the City's Providence John Gabriel lease, and (2) the construction completion date, formerly May 2018 and now revised by Hopelink to September 2018.*

Hopelink's RISC will serve residents from throughout the Greater Redmond community. It has conducted outreach efforts over the last year with its stakeholders, clients, volunteers and adjacent community members regarding its proposed new facility at the current Sammamish River Business Park property (15511 NE 90<sup>th</sup> Street).

#### IV. IMPACT

A. **Service/Delivery:** The proposed Redmond Integrated Service Center (RISC) will offer a one-stop location for Hopelink's services, including transportation, emergency financial assistance, food banks, energy/heating assistance, housing for homeless families, case management, employment services, adult education and financial literacy. These services would be co-located along with Hopelink's leadership and administrative team.

B. **Fiscal:** The City will not incur any costs or liabilities related to the construction of the Hopelink building. The City functions and storage materials currently housed at the Sammamish River Business Park will be relocated to City Hall, the Maintenance Operations Center (MOC) and other municipal facilities in early 2017. These changes precipitated related work group relocations at an approximate cost of \$125,000 for tenant improvements/moving costs, which can be funded from the existing FY 15-16 budget.

**V. ALTERNATIVES TO STAFF RECOMMENDATION**

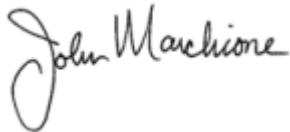
The Council could revise the proposed lease terms and/or elect to not approve the lease. The lease as written has been reviewed by Hopelink counsel so any changes may require additional review by both parties.

**VI. TIME CONSTRAINTS**

Hopelink has requested execution of the ground lease at this time to facilitate its planned financing for the Redmond Integrated Service Center (RISC).

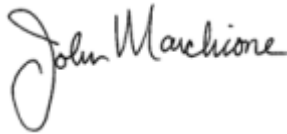
**VII. LIST OF ATTACHMENTS**

Proposed Ground Lease between the City of Redmond and Hopelink



**11/07/2016**  
**Date**

\_\_\_\_\_  
**John Marchione, Mayor**



**11/07/2016**  
**Date**

Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**



## **GROUND LEASE BETWEEN CITY OF REDMOND AND HOPELINK**

This GROUND LEASE ("Lease") dated as of the \_\_\_\_ day of \_\_\_\_\_, 2016, is entered into by and between the CITY OF REDMOND, a noncharter optional municipal code city of the State of Washington, ("Landlord") and HOPELINK, a Washington nonprofit corporation ("Tenant").

### **RECITALS**

A. Landlord is the owner of approximately 2.14 acres of land located at 15511 NE 90th Street in the City of Redmond, King County, Washington ("the Premises"). The Premises are legally described on Exhibit A attached to this Lease. The Premises are improved as of the date of this Lease with an approximately 17,450 square foot building commonly known as the Sammamish River Business Park.

B. Landlord has determined that there is a need for assistance to low-income individuals and families in the Redmond community to achieve stability and gain the skills needed for them to overcome poverty. Tenant's mission is to provide such assistance.

C. Landlord desires to lease the Premises to Tenant for the purpose of demolishing the existing building and site improvements and constructing an Integrated Service Center consisting of one or more buildings, together with related site improvements ("the Project") and Tenant desires to lease the Premises from Landlord for this purpose. The parties have agreed to enter into this Lease to accomplish their mutual goal of providing services to low-income individuals and families.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of Landlord and Tenant set forth in this Lease, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

### **ARTICLE 1 THE LEASE**

1.1 Leased Premises. Subject to the terms and conditions set forth herein, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord.

1.2 Term. The term of this Lease shall commence as of February 1, 2017 ("the Commencement Date"). This Lease shall continue thereafter, unless sooner terminated as provided herein, for a term ("the Term") expiring seventy-five (75) years from the Commencement Date. When required in order to facilitate redevelopment, expansion and/or remodeling of improvements, Tenant may propose, and Landlord shall consider in good faith, other extensions of the term of the Lease.

1.3 Rent. Tenant covenants to pay to Landlord, at 15670 NE 85th Street or at such other address as Landlord shall specify from time to time, rent in the amount of Ten Dollars

(\$10.00) per year (“the Rent”). The Rent for 2017 shall be paid on or before the commencement of this Lease on February 1, 2017. The Rent for each calendar thereafter shall be due and payable on or before January 1 of each year.

1.4 Tenant Taking Premises “As Is - Where Is.”

1.4.1 Except as to Landlord’s representations and warranties in Section 6.1 of this Lease, Landlord has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or conditions of the Premises (collectively “Condition of the Premises”), including without limitation:

1.4.1.1 The water, soil, and geology of the Premises;

1.4.1.2 The income to be derived from the Premises;

1.4.1.3 The suitability of the Premises for any and all activities and uses that Tenant or anyone else may conduct thereon;

1.4.1.4 The compliance or noncompliance of or by the Premises or the existing building or improvements or their operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the Premises;

1.4.1.5 The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Premises or the existing building or improvements;

1.4.1.6 The manner or quality of the construction or materials, if any, incorporated into the Premises and the existing building or improvements or the existence, nonexistence or condition of utilities serving the Premises;

1.4.1.7 The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Premises or the existing building or improvements on the Premises, and the compliance or noncompliance of or by the Premises and the existing building or improvements on the Premises or their operation with applicable federal, state, county and local laws and regulations, including without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Lease, the term “Environmental Law” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70.105D (“MTCA”); the Washington Hazardous Waste Management Act,

RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Washington Water Pollution Control Act, RCW ch. 90.48; and any laws concerning above ground or underground storage tanks. For purposes of this Lease, the term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

1.4.1.8 Any other matter with respect to the Premises or the existing building or improvements.

#### 1.4.2 Tenant's Acceptance of Condition of Premises.

1.4.2.1 Tenant acknowledges and accepts Landlord's disclaimer of the Condition of the Premises in Section 1.4.1 above.

1.4.2.2 Tenant will conduct a physical inspection two weeks prior to the term of this ground lease. Tenant understands and acknowledges that Landlord intends to leave certain personal property, such as surplus furniture, materials, equipment, in the existing building upon vacating the same and Tenant will have an opportunity to investigate and inspect such furniture, materials, and equipment. Tenant further acknowledges that, having been given the opportunity to inspect the Premises and the existing building and improvements, Tenant is relying solely on its own investigation of the same and is not relying on any information provided or to be provided by Landlord.

1.4.2.3 Upon execution of this Lease, Tenant acknowledges and agrees that it approves and accepts the Condition of the Premises and the existing building and improvements thereon and the contents thereof and agrees to lease the premises and accept the Condition of the Premises "AS IS, WHERE IS" with all faults and patent or latent defects, including without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Premises or the existing building or improvements, and the compliance or noncompliance of or by the Premises and the existing building or improvements on the Premises or their operation with applicable federal, state, county and local laws and regulations, including without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Tenant acknowledges and agrees that, except to the extent of Landlord's representations and warranties in Section 6.1 of this Lease, Tenant shall have no recourse against Landlord for, and waives, releases, and discharges forever Landlord from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of action (including, without limitation, causes of action in tort) costs and expenses (including, without limitation, fines, penalties and judgments, and attorney's fees) of any and every kind or character, known or unknown (collectively, "Losses"), which Tenant might have asserted or alleged against Landlord arising from or in any way related to the Condition of the Premises, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Premises or the existing building or improvements. Losses shall

include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after commencement of this Lease.

## **ARTICLE 2 THE PROJECT**

2.1 Construction. Subject to the terms of this Lease, Tenant shall have the right to demolish the existing building and improvements on the Premises and to construct the Project and shall properly dispose of all construction debris and all personal property (furnishings, material, and equipment) left by Landlord upon Landlord's vacation of the Premises for the use and operation of its Redmond Integrated Services Center. If this Lease is terminated following commencement of demolition of the existing building but prior to the completion of the Project, or if construction of the Project is abandoned by Tenant for any reason, Tenant shall be responsible for and shall bear all costs of removing all structures and debris from the Premises and then surrendering the Premises to Landlord.

2.2 Project Approvals. Tenant shall be solely responsible for obtaining, at Tenant's sole cost and expense, all permits, approvals and other regulatory action relating to the demolition and removal of the existing building and improvements and the development and operation of the Project, including, but not limited to, essential public facility approval, rezoning, variances, environmental clearances, regulatory plan reviews, code compliance or any other governmental agency approvals or regulatory actions which are or may be required ("Project Approvals"). The parties acknowledge that reviewing and acting upon requests for Project Approvals is within the scope of the Landlord's regulatory authority as a city, which shall be exercised independent of its obligations under this Lease.

2.3 Construction. The Project shall be constructed at Tenant's sole cost and expense. Tenant shall have the right to demolish any or all existing buildings and other improvements located on the Premises as required for construction of the Project. The Project shall be constructed according to the Site Plan Entitlement and other required Project Approvals issued by Landlord.

2.4 Easements. Subject to Landlord's prior review and written approval, which shall not be unreasonably withheld, conditioned, or delayed, Landlord shall agree to the recording of such utility, communications, and other easements on the Premises, and to the dedication of portions of the Premises for public street, sidewalk and other right-of-way, at the sole expense of Tenant, as may be required for the development and operation of the Project and shall provide such written consents as are necessary to the recording of such easements and dedication of right-of-way. Landlord shall retain the right, during the term of this Lease, to grant utility easements in, on, under, across, and upon the Premises to third parties provided that such easements do not unreasonably interfere with the development and operation of the Project.

2.5 Completion of Construction. Tenant shall complete construction and obtain a certificate of occupancy for the Project no later than September 1, 2018 unless Landlord consents to an extension.

2.5 Ownership of Project. During the term of this Lease, Tenant shall be the sole owner of the Project. Except as provided in subsection 2.1 above, at the expiration or earlier termination of this Lease, the Project shall, at the option of the Landlord, either (a) be removed by Tenant at Tenant's sole cost and expense; or (b) remain and become the property of Landlord.

### **ARTICLE 3 FINANCING**

3.1 Tenant Solely Responsible for Financing. Tenant shall be solely responsible for obtaining any and all necessary financing for the Project. Landlord has not agreed to contribute to any such financing beyond its agreement to lease the Premises to Tenant on the terms set forth in this Lease.

3.2 Covenants. Project financing may require restrictive covenants or regulatory agreements (collectively, "Restrictive Covenant") to be recorded against Tenant's leasehold interest and Landlord's fee interest. For example, governmental funding used for construction of facilities may require that the use of the facility be restricted to authorized charitable uses for a specified period of time. Subject to Landlord's prior review and written approval, which shall not be unreasonably withheld or delayed, Landlord shall agree to the recording, at Tenant's sole expense, of any Restrictive Covenant required for financing the development and operation of the Project, and shall provide such written consents as are necessary to the recording of any Restrictive Covenant.

3.3 Mechanics' Liens. Tenant agrees that it will not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against Landlord's fee simple interest in the Premises for work or materials furnished to Tenant in connection with any construction, improvements, maintenance, or repair thereof made by Tenant or its agents upon the Premises. Tenant shall cause any such claim or lien to be fully discharged within sixty (60) days after the date of filing thereof; provided, however, that in the event Tenant, in good faith, disputes the validity or amount of any such claim of lien, and if Tenant shall record or file a bond in the office of the King County Recorder in an amount and form sufficient to release the claim of lien as provided RCW 60.04.161, as the same now exists or as hereafter amended or superseded, Tenant shall not be deemed to be in breach of this Section 3.3, so long as Tenant is diligently pursuing a resolution of such dispute. Upon entry of final judgment resolving the dispute, if litigation or arbitration results therefrom, Tenant shall discharge said lien within thirty (30) days.

#### 3.4 Leasehold Mortgages.

3.4.1 Authorized. Landlord acknowledges that Tenant's financing for the Project will require Tenant to provide security interests in Tenant's leasehold interest in the Premises and the Project. Tenant may, without Landlord's written consent, enter into a mortgage

or deed of trust that encumbers Tenant's leasehold estate or the Project as security for any indebtedness ("Leasehold Mortgage"). Landlord consents to such Leasehold Mortgages, provided that Landlord's fee interest in the Premises (or the reversionary interest of Landlord in the Premises and the Project) shall not be subjected to such Leasehold Mortgage or subordinated to it.

3.4.2 Notice to Landlord of Leasehold Mortgagee's Identity and Address. No Leasehold Mortgagee shall have the rights or benefits mentioned in this Section 3.4, nor shall the provisions of this Section 3.4 concerning any Leasehold Mortgagee be binding upon Landlord, unless and until the name and address of the Leasehold Mortgagee and a description of the collateral encumbered by its Leasehold Mortgage shall have been delivered to Landlord. Tenant shall deliver copies of the recorded form of all Leasehold Mortgages and any and all amendments or modifications thereto to Landlord within thirty (30) days of execution, and Landlord agrees to provide such Leasehold Mortgagee with written acknowledgement of its receipt of such information and recorded documents.

3.4.3 Foreclosure. Foreclosure of any Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Leasehold Mortgage, or any conveyance of the leasehold estate hereunder or any part thereof and Tenant's interest in the Project and other rights hereunder, or any part thereof, to any Leasehold Mortgagee or other person through, or in lieu of, foreclosure, trustee's sale or other proceedings in the nature thereof, shall not require the consent of Landlord or constitute a breach of any provision of or a default under the Lease, and upon such foreclosure, sale or conveyance Landlord shall recognize the purchaser or other direct or indirect transferee in connection therewith as the Tenant hereunder to the extent of the interest so transferred. The preceding sentence notwithstanding, each Leasehold Mortgagee acknowledges that Landlord has agreed to enter into this Lease because Tenant has unique experience and qualification to perform under the Lease and that, before completing any foreclosure proceeding or any sale or transfer of Tenant's leasehold interest in the Premises, it will notify Landlord and will cooperate with Landlord in good faith for a reasonable period of time to reach a solution that would prevent foreclosure or to ensure that the potential transferee has the requisite experience and qualification to perform under the Lease.

3.4.4 Notice to Leasehold Mortgagee. During any period in which a Leasehold Mortgage is in place, Landlord shall give each Leasehold Mortgagee at the address set forth in this Lease or at the last address of such Leasehold Mortgagee provided in a written notice to Landlord pursuant to the terms hereof, a duplicate copy of all notices of default or other notices that Landlord may give to or serve in writing upon Tenant pursuant to the terms of the Lease, at the same time as such notice is given to or served upon Tenant, provided that such notice shall be duly given when sent to the Leasehold Mortgagee at the notice address set forth herein (or the last address of such Leasehold Mortgagee provided in a written notice to Landlord pursuant to the terms hereof), by US Mail, registered, return receipt requested or by a recognized overnight commercial delivery service; and provided, further, that the failure of Landlord to send a copy of such notice to Leasehold Mortgagee shall not subject Landlord to any liability hereunder. The address of the Leasehold Mortgagee originally designated in the Leasehold Mortgage may be changed upon written notice delivered to Landlord.

### 3.4.5 Right of Leasehold Mortgagee to Cure.

3.4.5.1 Any Leasehold Mortgagee, at its option at any time within one hundred twenty (120) days, or such longer period as may be applicable as provided below, following the expiration of the right of Tenant to cure any default under the Lease, with the commencement of such period to be tolled until Leasehold Mortgagee is given any notice of default required to be given under Section 3.4.4, may pay any amount or do any act or thing required of Tenant by the terms of the Lease. Payments made and acts performed by such Leasehold Mortgagee within such one hundred twenty (120) day period, or such longer period as may be applicable as provided below, shall be effective to prevent a termination of the rights of Tenant hereunder, if such payments and acts conform to the terms of such notice from Landlord or if, together with any performance by Tenant or any other person with any cure rights, they are sufficient, except as to timing, to exercise the Tenant's right to cure that so expired, but in order to prevent termination of the Lease, a Leasehold Mortgagee shall not be required to cure (A) default on obligations of Tenant to satisfy or otherwise discharge any lien, charge, or encumbrance against Tenant's interest in the Lease caused by a wrongful act of Tenant; or (B) defaults on obligations of Tenant under any indemnity provision in this Lease arising from acts or omissions of Tenant; or (C) other past monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee (it being understood that the lack of funds of the Tenant or the Leasehold Mortgage shall not excuse performance by Tenant or Leasehold Mortgagee); or (D) any default resulting from the acts or omissions of the Landlord ("Excluded Defaults"). For purposes of clarification and illustration, it is the intention of the parties hereto that Excluded Defaults shall include (but not as an exclusive list) claims, damages, liability and expenses, including personal injury and property damage arising or alleged to be arising from actions or inactions of Tenant such as failure to pay insurance premiums, allowing dangerous conditions to exist at the Premises or failure to operate the Premises in accordance with regulatory restrictions. Accordingly, in such event Leasehold Mortgagee shall not be required to cure such Excluded Defaults to avoid termination of the Lease, but Leasehold Mortgagee would be required to remediate, ameliorate, or eliminate such continuing conditions to Landlord's reasonable satisfaction to avoid such termination. If the default by Tenant is of such nature that it cannot practicably be cured without possession of the Premises or is personal to Tenant, such as Tenant's insolvency or bankruptcy, then the one hundred twenty-day period set forth above shall be extended for so long as a Leasehold Mortgagee shall be proceeding with reasonable diligence to foreclose on the Tenant's interest or otherwise obtain possession of the Premises for itself or a receiver.

3.4.5.2 Prior to the expiration of the cure rights of Leasehold Mortgagees, Landlord shall not effect or cause any purported termination of the Lease nor take any action to deny Tenant or any subtenant possession, occupancy, or quiet enjoyment of the Premises or any part thereof.

3.4.5.3 Without limiting the rights of Leasehold Mortgagees as stated above, and whether or not there shall be any notice of default hereunder, each Leasehold Mortgagee shall have the right, but not the obligation, at any time prior to termination of the Lease to pay all of the rent due hereunder, with all due interest and late charges, to procure any

insurance, to pay any taxes or assessments, to make any repairs or improvements, to do any other act or thing required of Tenant hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent termination of the Lease. Any Leasehold Mortgagee and its agents and contractors shall have full access to the Premises for purposes of accomplishing any of the foregoing. Any of the foregoing done by any Leasehold Mortgagee shall be as effective to prevent a termination of the Lease as the same would have been if done by Tenant.

### 3.5 Right to New Lease.

3.5.1 If this Lease terminates for any reason, including the rejection of the Lease in a bankruptcy proceeding, then Landlord shall give written notice of such fact to each Leasehold Mortgagee, and if one or more Leasehold Mortgagees gives written notice to Landlord within thirty (30) days following delivery of such notice of termination by Landlord, Landlord agrees in such case to enter into a new ground lease for the Premises (a "New Lease") with the most senior Leasehold Mortgagee or its affiliated designee providing such notice for the remainder of the term of the Lease (including any option terms) effective as of the date of such termination, at the rent and additional rent and upon the other terms, conditions, covenants and agreements contained in the Lease and with equal priority thereto, on the conditions set forth in this Section 3.5. Notwithstanding anything to the contrary contained herein, no termination of the Lease shall become effective until, and the lien of each Leasehold Mortgage on the Premises shall remain effective until, either a New Lease has been made pursuant to this Section 3.5 or no Leasehold Mortgagee has timely accepted (or caused to be accepted) a New Lease, upon the expiration of the 30-day period as set forth above. Upon entering into a New Lease, such Leasehold Mortgagee shall cure any monetary default by Tenant hereunder, except Excluded Defaults.

3.5.2 The tenant under the New Lease shall have the same right, title and interest in and to the Project and all obligations as Tenant had under the terminated Lease (other than with respect to Excluded Defaults) and the Landlord and the new tenant shall execute and deliver any deed or other instrument and take such other action as may be reasonably necessary to confirm or assure such right, title, interest or obligations.

3.5.3 Nothing in this Article or the Lease shall be construed to imply that the Lease may be terminated by reason of rejection in any bankruptcy proceeding of the Tenant. The parties intend, for the protection of Leasehold Mortgagees, that any such rejection shall not cause a termination of the Lease.

3.5.4 If the Landlord shall, without termination of the Lease, evict the Tenant, or if the Tenant shall abandon the Premises, then any reletting thereof shall be subject to the liens and rights of Leasehold Mortgagees, and in any event Landlord shall not relet the Premises or any part thereof, without sixty (60) days' advance written notice to all Leasehold Mortgagees of the intended reletting and the terms thereof, and if any Leasehold Mortgagee shall, within thirty days of receipt of such notice, give notice to the Landlord of such Leasehold Mortgagee's intent to pursue proceedings to foreclose on the Premises or otherwise cause the transfer thereof, then so long as the Leasehold Mortgagee shall diligently pursue such



proceedings the Landlord shall not proceed with such reletting without the written consent of such Leasehold Mortgagee.

3.5.5 If a Leasehold Mortgagee shall elect to demand a New Lease under this Section and only in the event that such Leasehold Mortgagee is not recognized as a proper plaintiff, Landlord agrees, at the request of, on behalf of and at the expense of the Leasehold Mortgagee, to institute and pursue diligently to conclusion any appropriate legal remedy or remedies to oust or remove the original Tenant from the Premises or any part thereof, as designated by the Leasehold Mortgagees. Leasehold Mortgagees shall cooperate with Landlord in connection with any such actions.

3.5.6 Nothing herein contained shall require any Leasehold Mortgagee to accept a New Lease.

3.6 Limitation on Liability of Leasehold Mortgagee. No Leasehold Mortgagee shall be liable to Landlord unless it expressly assumes such liability in writing. In the event any Leasehold Mortgagee becomes the Tenant under the Lease or under any new lease obtained pursuant to Section 3.5, the Leasehold Mortgagee shall not be liable for the obligations of the Tenant under the Lease that do not accrue during the period of time that the Leasehold Mortgagee remains the actual Tenant under the Lease or new lease, holding record title to the leasehold interest thereunder. In no event shall any Leasehold Mortgagee be (i) liable for the erection, completion or restoration of any improvements; (ii) liable for any condition of the Project that existed prior to the date of its acquisition of Tenant's interest in the Project, or for any damage, loss, or injury caused by such preexisting condition, or for the correction thereof or the compliance with any law related thereto; (iii) bound by any amendment of the Lease made without the prior written consent of the Leasehold Mortgagee; or (iv) liable for any act or omission of any prior lessee of any portion of the Project (including Tenant). Any liability of any Leasehold Mortgagee shall be limited to its interests in the leasehold and the Premises, and shall be enforceable solely against those interests.

3.7 Estoppel Certificates; Nondisturbance Agreements. Landlord and Tenant agree that at any time and from time to time upon not less than twenty (20) days' prior written notice by the other party, or upon request from any Leasehold Mortgagee or a permitted assignee, Landlord or Tenant will execute, acknowledge and deliver to the other party or to such Leasehold Mortgagee a statement in writing certifying (a) that the Lease is unmodified and in full force and effect if such be the case or, if not, the extent to which the Lease has been modified; (b) the date through which the Rent has been paid; and (c) that, to the knowledge of the certifier (if such be the case), there is no default, set-off, defense or other claim against Landlord or Tenant, as applicable, other than those, if any, so specified under the provisions of the Lease or such statement. It is intended that any such statement may be relied upon by any persons proposing to acquire the interest of Landlord, Tenant or any Leasehold Mortgagee, as the case may be, in the Lease or by any prospective Leasehold Mortgagee or assignee of any Leasehold Mortgagee.

3.8 Actions not Effective Without Leasehold Mortgagee Consent. No cancellation, surrender, or modification or amendment of the Lease, and no waiver of any of

Tenant's rights thereunder, shall be effective as to any Leasehold Mortgagee unless consented to in writing by each Leasehold Mortgagee. No subordination of the Tenant's interest in the leasehold or the Premises, or the rents or income therefrom, to any encumbrance or assignment granted by Landlord, and no joinder by Tenant in any such encumbrance or assignment, shall be valid without the express written consent of each Leasehold Mortgagee. No consent or waiver of any Lender as Leasehold Mortgagee shall be effective for purposes of the Lease unless it is made in writing.

3.9 No Merger. Any acquisition of the fee interest in the Premises by Tenant (or any fee interest in the Project by Landlord), or other event by which the leasehold estate hereunder or any part thereof and the fee interest in the Project shall come into common ownership, shall not cause a merger of the leasehold interest hereunder or the fee interest in the Project with the fee interest in Premises, without the express written consent of each Leasehold Mortgagee. Any merger of fee and leasehold estates that may occur, whether voluntary or involuntary, in whole or in part, shall not result in termination of this Lease or extinguishment of any Leasehold Mortgage, in whole or in part, without the express written consent of each Leasehold Mortgagee.

3.10 Bankruptcy of Landlord. If the Lease is rejected by Landlord or Landlord's trustee in bankruptcy following the bankruptcy of Landlord under the United States Bankruptcy Code, as now or hereafter in effect, Tenant shall not have the right to treat the Lease as terminated except with the prior written consent of all Leasehold Mortgagees, and the right to treat the Lease as terminated in such event shall be deemed assigned to each and every Leasehold Mortgagee whether or not specifically set forth in any such Leasehold Mortgage, so that the concurrence in writing of Tenant and each Leasehold Mortgagee shall be required as a condition to treating the Lease as terminated in connection with any such bankruptcy proceeding.

3.11 Encumbrances by Landlord. Except as provided in Section 2.4, Landlord shall not encumber the fee interest in the Land, nor assign or encumber Landlord's interest in the Lease, unless the assignment or encumbrance is required or imposed by law or by its express terms is subject and subordinate to this Lease and the rights and interests of the Tenant and Leasehold Mortgagees hereunder.

## **ARTICLE 4 USE OF PREMISES AND MAINTENANCE**

4.1 Use. Tenant shall use the premises solely for the demolition of the existing building and improvements and the construction and operation of the Project. The completed Project shall be occupied and used by Tenant in furtherance of its mission to help low-income individuals and families in the Redmond community achieve stability and gain the skills needed for them to overcome poverty. Anticipated services include:

- emergency and supplemental food assistance
- home heating assistance
- emergency financial assistance
- case management

- employment services
- adult education classes

In addition, the Project will provide offices for Tenant's administration and staff.

4.2 Compliance with Laws. Tenant shall not use the Premises or the Project, nor permit or authorize the Premises or Project or any part thereof to be used, in violation of any federal, state, county or municipal law, rule, regulation or ordinance. The Premises and the Project shall at all times be kept and used in accordance with the laws of the United States (including, without limitation, the Americans with Disabilities Act as now existing or hereafter amended), the laws of the State of Washington and the ordinances of the City of Redmond, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officer of any governing entity, at the sole cost and expense of Tenant. Tenant shall not use the Premises or Project, nor permit or authorize the Premises or the Project to be used or any part thereof to be used, for residential purposes of any kind, including but not limited to, indoor or outdoor camping.

4.3 Hazardous Substances. During the Term of this Lease, Tenant shall not release, permit, or authorize the release of any Hazardous Substances on the Premises or the Project in violation of any Environmental Laws. Tenant shall promptly remove or otherwise remediate, as required by applicable Environmental Laws, any Hazardous Substances from the Premises or the Project that Tenant releases, authorizes or permits to be released on or within the Premises or the Project to the extent Remediation is required by applicable Environmental Laws. Tenant shall indemnify, defend and hold harmless Landlord forever from all liability arising from any Hazardous Substances which, during the Term of this Lease, Tenant releases, permits or authorizes to be released on the Premises or the Project in violation of Environmental Laws. Tenant shall also indemnify, defend and hold harmless Landlord forever from all liability arising from the disposal of any Hazardous Substances associated with the existing building or improvements demolished by Tenant.

4.4 Maintenance. During the Term of this Lease, Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and the Project in good and safe order, condition and repair. Tenant shall be responsible for any repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, necessary to maintain the Premises and the Project and associated improvements.

4.5 Security. Tenant shall be solely responsible for security of the Premises and the existing building and improvements from and after commencement of this Lease. All risk of loss relating to the Premises or the existing building or improvements shall rest with Tenant upon commencement of this Lease.

## **ARTICLE 5 TAXES AND UTILITIES**

5.1 Real and Personal Property Taxes. Tenant shall pay before they become delinquent all real property taxes assessed or levied against the Premises and Project. Tenant

shall also pay all personal property taxes assessed or levied against the equipment, machinery, fixtures, furniture, and furnishings thereon and any and all other taxes, charges, fees or costs imposed by any governmental or quasi-governmental entity or utility, including but not limited to, leasehold excise tax. Tenant shall have the right in good faith, in a proper procedural manner, and at its sole cost, to contest and resist any taxes or assessments or other dispositions levied against or imposed upon the Premises and Project. Tenant shall defend and indemnify Landlord from any and all taxes incurred during the term of this Lease.

5.2 Utilities. Tenant shall arrange and pay for before they become delinquent all charges for utility services furnished to the Premises, including but not limited to, electricity, gas, water, sanitary sewer, stormwater, telephone, television, internet services, and trash collection charges. Landlord shall have no responsibility for the payment of these utility costs. Tenant shall hold harmless, defend, and indemnify Landlord from any and all such charges incurred during the term of this lease.

## **ARTICLE 6 REPRESENTATIONS AND WARRANTIES**

6.1 Representations and Warranties of Landlord. As an inducement to Tenant to enter into and proceed under this Lease, Landlord warrants and represents to Tenant as follows, which warranties, representations and covenants are true and correct as of the date of this Lease and will be true and correct as of the Commencement Date, to the best knowledge of the Landlord:

6.1.1 The execution and delivery of this Lease and the performance of all acts heretofore or hereafter made or taken or to be made or taken, pertaining to the Landlord or the Premises by the Landlord have been or will be duly authorized by all necessary agency or other action, and the consummation of any such transactions with or on behalf of the Landlord will not constitute a breach or violation of, or a default under, the charter or by laws or other governing documents of the Landlord or any agreement by which Landlord, nor constitute a violation of any law, administrative regulation or court decree; and

6.1.2 Landlord has received no written notice and has no knowledge, nor has Landlord been otherwise advised, of any pending or threatened taking relating to all or any part of the Premises.

6.1.3 There is no action, suit, litigation, or proceeding pending or, to the best of Landlord's knowledge, threatened against Landlord and/or the Premises that could: (i) prevent or impair Landlord's entry into this Lease or the performance of its obligations hereunder; or (ii) prevent or impair the Tenant's ability to construct, rehabilitate or develop the Project on the Premises.

6.2 Representations, Warranties and Covenants of Tenant. As an inducement to Landlord to enter into and to proceed under this Agreement, Tenant warrants and represents to Landlord as follows, which warranties, representations and covenants are true and correct as of the date of this Lease:

6.2.1 Tenant has the right, power and authority to enter into this Lease and the right, power and authority to comply with the terms, obligations, provisions and conditions contained in this Lease; and

6.2.2 The entry by Tenant into this Lease and the performance of all of the terms, provisions and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any other agreements to which Tenant is a party or by which it is bound.

## **ARTICLE 7 EMINENT DOMAIN**

7.1 Total Condemnation. If the whole of the Premises and the Project, (or such portion of the Premises and Project as renders it infeasible, in Tenant's sole discretion, for Tenant to continue to operate and maintain the Premises and Project), shall be appropriated or condemned under power of eminent domain during the Term, Tenant reserves unto itself the right to prosecute its claim for an award for damages for the termination of this Lease caused by such appropriation or taking, together with damages based on the value of Tenant's Project on the Premises and damages Tenant may sustain caused by such appropriation and taking of, or the injury to, Tenant's leasehold interest. Landlord shall be entitled to prosecute its claim for the fee interest in the Premises, subject to the Lease and damages Landlord may sustain caused by such appropriation and taking of, or the injury to, Landlord's fee interest. In such event, this Lease shall terminate when Tenant can no longer use the Premises in the manner herein intended, or when possession thereof shall be required by the appropriating or condemning authority, whichever shall first occur; but such termination of this Lease shall not preclude nor restrict Tenant's right to an award as herein before provided.

7.2 Partial Condemnation. In the event that a part of the Premises shall be taken or condemned under circumstances in which Tenant desires to continue the Lease, this Lease shall continue in full force and effect and shall terminate only as to that part of the Premises so taken. In that event Tenant shall, at its own cost and expense, make all repairs to the Project on the Premises affected by such taking or condemnation to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase). Compensation available or paid to Landlord or Tenant upon such a partial taking or condemnation shall be paid to Tenant to the extent that such compensation is attributable the taking of Tenant's leasehold interest, and the remainder shall be paid to Landlord.

7.3 Temporary Taking. If there shall be a temporary taking with respect to all or any part of the Premises or of Tenant's interest in this Lease, then the Term shall not be reduced and Tenant shall continue to pay in full all rents, and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Tenant shall not be required to perform such obligations that Tenant is prevented from performing by reason of such temporary taking.

## **ARTICLE 8 DAMAGE OR DESTRUCTION**

8.1 Damage or Destruction to Leased Premises. Tenant shall give prompt written notice to Landlord after the occurrence of any material damage or destruction caused by fire, earthquake, act of God or other casualty to or in connection with the Premises, the Project, or any portion thereof (hereinafter sometimes referred to as a "Casualty"). Subject to Section 8.2 below, if during the Term the Premises or the Project shall be materially damaged or destroyed by Casualty, Tenant shall, subject to the terms of the Leasehold Mortgages, promptly and with all due diligence, apply for and collect all applicable insurance proceeds recoverable with respect to such casualty to fully repair or restore the Premises and the Project. For purposes of the foregoing, "material damage" shall mean damage with a cost to repair of \$50,000 or more.

8.2 Right to Terminate. In the event Tenant shall determine, subject to the rights of the Leasehold Mortgagees, by notice to Landlord given within thirty (30) days after receipt by Tenant of any such insurance proceeds, that it is not economically practical to restore the Premises and the Project to substantially the same condition in which they existed prior to the occurrence of such Casualty, then Tenant may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice. However, notwithstanding anything to the contrary in the foregoing, Tenant shall not have the right to terminate this Lease pursuant to this Section 8.2 without Landlord's prior written consent, which may be withheld in Landlord's sole discretion, if there are, at the time of such Casualty or at the time Tenant desires to exercise such right of termination, any encumbrances on the fee interest of Landlord. If Tenant terminates this Lease pursuant to this Section 8.2, Tenant shall be responsible for and shall bear all costs of removing the remaining Project and debris from the Premises and then surrendering possession of the Premises to Landlord immediately.

8.3 Damage or Destruction Near End of Term. If, during the last ten (10) years of the initial seventy-five (75) year Term or during any extension or renewal of the Term, the Project shall be damaged by casualty, then Tenant shall have the option, to be exercised within one hundred twenty (120) days after such casualty:

8.3.1 To repair or restore the Project as provided in Section 8.1; or

8.3.2 Subject to the rights of Leasehold Mortgagees, to terminate this Lease by notice to Landlord, which termination shall be deemed to be effective as of a date not less than thirty (30) days after the date such notice is received by Landlord. If Tenant terminates this Lease pursuant to this Section 8.3, Tenant shall surrender possession of the Leased Premises to Landlord upon the effective date of termination and assign to Landlord (or, if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in and to the proceeds from Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgage therein, as referenced in Section 8.4 below.

8.4 Distribution of Insurance Proceeds. In the event that this Lease is terminated pursuant to this Article 8, the insurance proceeds received as the result of such casualty shall be

distributed as follows: (a) if any Leasehold Mortgages are in place, to the Leasehold Mortgagee to the extent of any indebtedness then owed to such Leasehold Mortgagees; and (b) to Tenant or Landlord pursuant to Section 8.3.

## **ARTICLE 9 EVENTS OF DEFAULT AND REMEDIES**

9.1 Default By Tenant. Each of the following is a material default and breach of this Lease by Tenant:

9.1.1 Failure to make any required Rent or any other payment as and when due, if the failure continues for a period of ten (10) business days after written notice from Landlord.

9.1.2 Material breach of or failure to comply with any of the covenants or provisions of this Agreement, other than those described in Section 9.1.1, if the failure continues for a period of sixty (60) days after written notice from Landlord. If the nature of Tenant's default reasonably requires more than sixty (60) days for its cure, Tenant will not be in default if it commences to cure within the sixty (60) day period and thereafter diligently pursues its completion.

9.1.3 Failure to complete construction of and obtain a certificate of occupancy for the Project described in Article 2 by September 1, 2018, unless an extension is consented to by Landlord, which consent shall not be unreasonably withheld.

9.1.4 Failure to operate the Project for the uses provided in Section 4.1 for any reason other than occurrence of a casualty, condemnation, or *force majeure* for a period of one hundred twenty (120) or more consecutive calendar days, provided that if Tenant resumes operation of the Project, according to the terms of this Lease, within sixty (60) days after Landlord gives notice of default, the default shall be deemed cured.

9.2 Remedies Upon Default By Tenant. If any material default or breach by Tenant occurs, Landlord may, subject in all respects to the provisions of this Lease with respect to Landlord's rights to cure defaults by Tenant, with respect to the rights of any Leasehold Mortgagees, and subject further to the provisions of Section 9.3 and 9.5 of this Lease, do any or all of the following:

9.2.1 Except as set forth in Section 9.7, upon one hundred twenty (120) day's written notice to Tenant, terminate Tenant's right to possession of the Premises, and this Lease shall terminate. Landlord may re-enter and take possession of and remove, at Tenant's costs and expense, all persons or property, and Tenant shall immediately surrender possession of the Premises to Landlord.

9.2.2 Maintain Tenant's right to possession, and this Lease shall continue in force whether or not Tenant has abandoned the Premises. Landlord shall be entitled to enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due.

9.2.3 Pursue any other remedy available to Landlord under the law or equity. These remedies are not exclusive.

Notwithstanding any other provision herein, in the event Landlord exercises its remedies pursuant to Section 9.2.1 or 9.2.3 and terminates this Lease, Tenant may, within thirty (30) days following such termination reinstate this Lease for the balance of the term, by paying to Landlord an amount equal to the actual damages incurred by Landlord as a result of such breach and payment of any actual costs or expenses incurred by Landlord, including reasonable attorneys' fees and disbursements, as a result of such breach or reinstatement of this Lease.

9.3 Default by Landlord. Landlord shall be in default of this Lease if it fails to perform any material provision of this Lease that it is obligated to perform or if any of Landlord's representations or warranties is untrue in any material respect and if the failure to perform is not cured within thirty (30) days after written notice of the default has been given to Landlord. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within such thirty-day period and thereafter diligently pursues its completion.

9.4 Remedies Upon Default by Landlord. Tenant may upon Landlord's default pursue any remedy available to Tenant under the law or equity.

9.5 Reversion. Upon expiration of the Term of this Lease or earlier termination, and subject to Article 3, the Premises shall revert to and become the sole property of Landlord and all rights of Tenant shall terminate.

## **ARTICLE 10**

### **QUIET ENJOYMENT AND POSSESSION, INSPECTIONS**

Landlord covenants and warrants that Tenant, upon payment of all sums herein provided and upon performance and observance of all of its covenants herein contained, shall peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of, all of the Premises during the Term, subject only to the provisions of this Lease, Landlord's reserved right to grant easements as provided in Section 2.4, and all applicable laws, ordinances and regulations.

## **ARTICLE 11**

### **VACATION OF LEASED PREMISES**

Tenant covenants that upon expiration or termination of this Lease, Tenant will peaceably and quietly yield and surrender possession of the Premises to Landlord. An action of forcible detainer shall lie if Tenant holds over after a demand for possession is made by Landlord. If Tenant holds over after termination, any such holdover shall be at the sufferance of Landlord and subject to all terms and conditions of this Lease as if such Lease remained in effect.

## **ARTICLE 12**

### **TRANSFERS**



12.1 Permitted Transfer by Tenant. Except as expressly provided in this Lease, Tenant shall have no right to transfer any legal or beneficial interest in Tenant's estate hereunder without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Upon the granting of any consent (deemed or otherwise) by Landlord with respect to a transfer by Tenant, this Lease shall be binding upon the assignee and other transferees, but not upon any Leasehold Mortgagees.

## **ARTICLE 13 GENERAL INDEMNIFICATIONS**

13.1 Indemnification by Landlord. Subject to the Washington Tort Claims Act and the Washington Constitution, Landlord agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Tenant) the Tenant, its officers, commissioners, directors, affiliates, agents and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorneys fees and expenses), arising directly or indirectly out of the performance of, or arising from or relating to Landlord's obligations under this Lease or otherwise caused by Landlord, its affiliates, directors, agents or employees.

13.2 Indemnification by Tenant. Notwithstanding any other provision of this Lease, the Tenant hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Landlord) the Landlord, its officers, commissioners, directors, affiliates, agents and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorneys fees and expenses), arising directly or indirectly out of the performance of, or arising from or relating to Tenant's obligations under, this Lease or the construction or operation of the Project. In addition, if any contractor or subcontractor which performed any construction work for the Tenant or the Tenant's affiliates on the Project shall assert any claim against the Landlord on account of any damage alleged to have been caused by the Tenant or the Tenant's affiliates, their members, partners, officers, commissioners, directors, affiliates (other than Landlord), agents or employees, or their construction contractors, the Tenant shall defend at its own expense any suit based upon such claim; and if any judgment or claim against the Landlord shall be allowed, the Tenant shall pay or cause to be paid or satisfied such judgment or claim and pay all costs and expenses in connection therewith.

13.3 Survival. The indemnities provided in this Article 13 shall survive the termination of the Lease.

## **ARTICLE 14 INSURANCE**

14.1 General. Tenant shall maintain in full force and effect, so long as this Lease shall be in effect, and at Tenant's sole cost and expense, insurance satisfying all of the requirements set forth below. The insurance policies are subject to approval by Landlord in its sole discretion as to amount, form, endorsements, deductibles and insurer, and must cover all risks Landlord requires. The specific coverages, limits, standards and forms set forth in this Section establish the requirements that shall apply unless the Landlord shall, by notice in writing, approve or require different or additional coverages, limits, standards or forms. Capitalized terms used in this Section and not defined shall be construed in accordance with customary usage in the insurance industry as of the date of this Agreement, unless the context clearly requires otherwise. Failure of Tenant to fully comply with the insurance requirements of this Section will be considered a material breach of contract.

14.2 Coverages Required of Tenant. Tenant shall maintain all of the following:

14.2.1 Commercial General Liability ("CGL") insurance, written on an Insurance Services Office ("ISO") occurrence form (ISO form CG 00 01) or equivalent, including Premises/Operations; Products/Completed Operations; Personal/Advertising injury; Contractual Liability; and Independent Contractors Liability. The minimum limits of liability for bodily injury and property damage shall be \$5,000,000 each occurrence and \$5,000,000 general and Products/Completed Operations aggregate.

14.2.2 Property insurance on all buildings, improvements and fixtures on an "All Risk" basis, in an amount equal to 100% replacement cost thereof, against (i) Loss from the perils of fire and other risks of direct physical loss (excluding earthquake but including flood damage if the Premises is in a flood hazard area), not less broad than provided by the insurance industry standard "Causes of Loss - Special Form (CP 10 30)"; (ii) Loss or damage from water damage, or sprinkler systems now or hereafter installed in any building on the Premises; (iii) loss or damage by explosion of steam boilers, pressure vessels, oil, or gasoline storage tanks; machinery, heating or air conditioning, elevator and escalator equipment or similar apparatus, provided the Premises contains equipment of such nature; (iv) business interruption or extra expense, with sufficient coverage to provide for the loss of rent and other fixed costs during any interruption of Tenant's business, loss of occupancy, or use because of fire or other cause, in such amounts as are satisfactory to Landlord, and (v) any other insurance required by law or by the terms of any other financing documents.

14.3 Additional Required Coverage During Construction. Tenant shall maintain the following additional insurance coverage during construction of the Improvements:

14.3.1 Builder's Risk. Tenant shall maintain or cause to be maintained, at Tenant's expense, Builder's Risk Property insurance which shall be in effect during any construction, modification, renovation or demolition activity, covering all such activity and all portions of the Premises affected thereby. Such Builder's Risk policy shall provide "all risk" coverage, in an amount equal to 100% replacement cost, against loss from the perils of fire and other risks of direct physical loss (excluding earthquake coverage but including flood coverage if the Premises is in a flood hazard area), together with such "soft costs" and other endorsements and coverages as City may from time to time reasonably require. Notwithstanding the foregoing,

if Tenant self-insures for such Builder's Risk policy, "soft cost" coverages shall not be required. All Builder's Risk policies are subject to approval by Landlord in its sole discretion as to amount, form, deductibles and insurer.

14.3.2 Contractors. Tenant shall ensure that any contractor working on the Premises maintains CGL insurance, written on an Insurance Services Office ("ISO") occurrence form (ISO form CG 00 01) or equivalent, including Premises/Operations; Products/Completed Operations; Personal/Advertising injury; Contractual Liability; and Independent Contractors Liability. The minimum limits of liability for bodily injury and property damage provided by such CGL insurance shall be (a) \$2,000,000 each occurrence on a per project basis, (b) \$1,000,000 personal & advertising injury, (c) \$2,000,000 general aggregate, and (d) \$2,000,000 products - completed operations aggregate. In addition to the foregoing, the prime contractor shall carry an excess policy that follows the form of underlying CGL policy with minimum limits of \$5,000,000 per occurrence. If the Premises contains any hazardous materials, asbestos or lead-based paint, Tenant shall ensure that the prime and any abatement contractor or subcontractor performing abatement or handling hazardous materials working on the Premises, or if Tenant is working on the Premises, that said party also maintains Pollution Legal Liability coverage at a minimum limit of \$5,000,000 per occurrence and aggregate. Tenant shall further ensure that the CGL and Pollution Legal Liability insurance maintained by Tenant and/or Tenant's contractor(s) shall include "The City of Redmond and all funding agencies, their officers, elected officials, employees, agents, and volunteers" as additional insureds for primary and non-contributory limits of liability.

14.3.3 Worker's Compensation. Tenant shall ensure that Tenant and any contractor on the Premises maintain Worker's Compensation for the State of Washington ("Industrial Insurance") as required by Title 51 of the Revised Code of Washington.

14.3.4 Policy Requirements. Tenant shall ensure that any policy maintained to meet the requirements of this Section 14.3 shall include the general contractor and all subcontractors as insureds or that a separate policy of insurance as stated above is maintained for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their activities.

14.4 Deductible or Self-Insured Retention. If the Tenant's insurance contains a deductible or self-insured retention amount, Tenant shall:

14.4.1 Obtain the written approval of Landlord for the deductible or self-insured retention amount prior to the effective date of such policy.

14.4.2 Be responsible for payment of the portion of any claim or loss equal to or less than the deductible or self-insured retention amount).

14.4.3 Landlord reserves the right to reject any insurance policy with a deductible or self-insured retention amount or to require a lower deductible or self-insured retention amount.

14.5 Conditions. The insurance policy or policies, endorsements therefor, and subsequent renewals shall:

14.5.1 Be issued by an insurance company that is (i) rated A- or better and VI or larger in the A.M. Best's Key Rating Guide; and (ii) licensed to do business in the State of Washington or filed with the Washington Insurance Commissioner as a surplus line by a Washington surplus line broker;

14.5.2 Be primary as respects Landlord, and any other insurance maintained by Landlord shall be excess and not contributing insurance with Tenant's insurance; and

14.5.3 In the case of any liability policy, include a provision (whether by endorsement or otherwise) agreeing that, except with respect to the limits of insurance and any rights specifically assigned to the first named insured, the insurance will apply (i) as if each party insured thereunder (whether as a named insured, additional named insured, or additional insured) were the only party insured by such policy; and (ii) separately as to each insured against whom a claim is made or a suit is brought).

14.6 Endorsements in Favor of Landlord.

14.6.1 Tenant shall ensure that the CGL and, if required, the Pollution Legal Liability insurance maintained by Tenant shall include "The City of Redmond and all funding cities, their officers, elected officials, employees, agents, and volunteers" as additional insureds for primary and non-contributory limits of liability.

14.6.2 Tenant shall ensure that all Property Insurance policies, including Builder's Risk, shall (i) contain a standard mortgagee or lender clause (438BFU or equivalent acceptable to the Landlord) making all losses payable to Landlord except as otherwise provided in this Lease, (ii) contain cancellation provisions requiring not less than thirty (30) days written notice, except ten (10) days with respect to cancellation for non-payment of premium, to Landlord as a condition precedent to any cancellation thereof; (iii) not be subject to any co-insurance or other similar contribution or limitation provisions unless such provisions are expressly approved in writing by Landlord.

14.7 Evidence of Insurance. Tenant shall furnish Landlord with certificates of insurance and endorsements required by this Lease. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be received and approved by Landlord prior to the commencement of construction activities. Landlord reserves the right to require complete, certified copies of all required insurance policies at any time. At least ten (10) days prior to the expiration of the term of any insurance policy, Tenant shall furnish Landlord with written evidence of renewal, with premiums paid, or issuance of a satisfactory replacement policy. With respect to any multi-property insurance policy that is based on a Schedule of Values, Tenant shall deliver a current schedule as approved by the insurer no less frequently than annually. The approval of any insurance by Landlord will not be a representation of the solvency of any insurer or the sufficiency of any insurance. All such

policies shall be evaluated and the provisions of such policies shall be adjusted as required by the Landlord, if so requested by Landlord, on an annual basis. Tenant shall reimburse Landlord for any premiums paid for such insurance by Landlord upon Tenant's default in so insuring the improvements or failure timely to provide evidence of renewal thereof.

14.8 Waiver of Subrogation. All insurance required to be maintained by Tenant hereunder shall contain a waiver of subrogation against Landlord, and an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Tenant that might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set-off, counterclaim or deductions against Landlord.

14.9 Right of Landlord to Obtain Insurance. Notwithstanding anything to the contrary herein, in the event Tenant fails to pay any premium required to renew any policy when required hereunder or otherwise fails to provide, maintain, keep in full force and effect or, after not less than ten (10) days prior written notice to Tenant, to deliver and furnish to Landlord the policies of insurance required hereunder, in addition to all other remedies available under this Lease, Landlord, in its sole and absolute discretion and without obligation with respect thereto, may pay such premiums or procure such insurance or single-interest insurance of such risks covering Landlord's interest, and Tenant will reimburse Landlord for all premiums thereon (and interest thereon at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord until the date of payment by Tenant) promptly upon demand by Landlord, and until such payment is made by Tenant the amount of all such premiums together with interest thereon shall be secured by this Lease.

## **ARTICLE 15 INSPECTIONS AND ACCESS TO RECORDS**

15.1 Inspections. Tenant shall permit Landlord, its agents and employees, subject to any applicable privacy laws, to enter the Project and the Premises at reasonable hours for the purpose of inspecting the same in order to determine compliance with the terms, covenants and conditions of this Lease. Tenant's permission shall not constitute any indemnity nor create any liability concerning claims or causes of action by third parties related to such entering or inspection.

15.2 Records. Except as necessary to comply with any applicable privacy provisions of state or federal law, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), Tenant shall also permit Landlord, its agents and employees, to inspect all records related to operation of the Project as may be compiled or maintained by Tenant for purposes of Tenant's operations under this Lease. Landlord shall have the right to inspect such records maintained on the Premises or elsewhere upon reasonable advance notice to Tenant. The purpose of such inspection shall be solely to determine whether Tenant is in full compliance with the terms of this Lease.

## **ARTICLE 16 MISCELLANEOUS PROVISIONS**

Section 16.1 Entire Agreement, Modifications. This Lease, including all exhibits hereto, supersedes all prior discussions and agreements between the parties with respect to the leasing of the Premises. This Lease contains the sole and entire understanding between the parties with respect to the leasing of the Premises pursuant to this Lease, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the Parties, if any, are merged into this Lease. This Lease, including all exhibits hereto, shall not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by or on behalf of the Parties in the same manner as this Lease, including all exhibits hereto, is executed and to which each Leasehold Mortgagee has consented in writing. Amendments to this Lease must be approved by Landlord's City Council in order to be binding upon Landlord.

16.2 Governing Law and Choice of Venue. This Lease, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Washington. Any legal action to enforce the terms of this Lease shall be brought in King County, Washington. The prevailing party in such action shall be entitled to its attorney's fees and costs.

16.3 Binding Effect. This Lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors and permitted assigns.

16.4 Severability. In the event any provision or portion of this Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.

16.5 Further Assurances. From and after the date of this Lease, Landlord and Tenant, at the request of the other party, shall make, execute and deliver or obtain and deliver all such affidavits, deeds, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things that either party may reasonably require in order to effectuate the provisions and the intention of this Lease.

16.6 Captions. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating convenient reference to this Lease, shall not supplement, limit or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular articles, sections, subsections, paragraphs and subparagraphs by number refer to the text of such items as so numbered in this Lease.

16.7 Gender. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

16.8 Exhibits. Each and every exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and other-wise mentioned.

16.9 References. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Lease. Unless otherwise specified in this Lease, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this Lease as a whole, and not to any particular paragraph or subparagraph hereof.

16.10 Rights Cumulative. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

16.11 Notices. All, notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by Federal Express, or another recognized, reputable overnight courier service, or by hand delivery by a recognized, reputable courier, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

To Landlord:

To Tenant:

16.12 Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement.

16.13 Time of Essence. Time is and shall be of the essence in this Lease.

16.14 Recording. Tenant may record a memorandum of this Lease at Tenant's expense.

16.15 No Third-Party Beneficiaries. Except to the extent expressly provided in this Lease, for instance as to the rights of Leasehold Mortgagees, this Lease is not intended to confer upon any person other than the parties to this Lease any rights or remedies under this Lease.

16.16 Nondiscrimination. Tenant shall not discriminate against any employee, applicant for employment, or any person seeking the services of Tenant on the basis of race, color, national origin, age, ancestry, creed, religion, political ideology, sex, sexual orientation, age, marital status or the presence of any sensory, mental or physical handicap.

16.18 Audits and Records. Tenant will furnish annual reports to Landlord:

16.19 Disputes. Any dispute relating to this Lease may be submitted to non-binding mediation using a mediator acceptable to both parties. The parties shall equally share the cost of the mediator. Each party shall bear its own attorneys' fees and expert witness fees incurred in any such dispute resolution.

EXECUTED by the parties on the dates hereafter set forth.

TENANT

LANDLORD

HOPELINK

CITY OF REDMOND

\_\_\_\_\_  
Lauren Thomas, CEO

Dated:\_\_\_\_\_

\_\_\_\_\_  
John Marchione, Mayor

Dated:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Hart, City Clerk

Dated:\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
James E. Haney, City Attorney



STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared Lauren Thomas, to me known to be the Chief Executive Officer of Hopelink, the Washington nonprofit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name legibly printed or stamped)  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared John Marchione and Michelle Hart, to me known to be the Mayor and City Clerk of the City of Redmond, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name legibly printed or stamped)  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LEASED PREMISES**



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** November 15, 2016

**SUBJECT: Approval of an Ordinance Amending the 18-Year Transportation Facilities Plan, a Chapter of the Transportation Master Plan**

**I. RECOMMENDED ACTION**

Adopt an ordinance (Attachment A) to amend the Transportation Master Plan (TMP) by moving three transportation projects from the Unfunded Buildout Plan chapter of the TMP to the 18-Year Transportation Facilities Plan chapter of the TMP.

**II. DEPARTMENT CONTACTS**

Rob Odle, Director, Planning and Community Development, 425-556-2417

Don Cairns, Manager, Transportation Planning and Engineering, 425-556-2834

Lori Peckol Manager, Comprehensive Planning, 425-556-2411

Patrick McGrath, Planner, Transportation Planning and Engineering, 425-556-2870

**III. DESCRIPTION/BACKGROUND**

Staff are proposing to amend the [Transportation Master Plan \(TMP\)](#) to move the following three system improvements from the Unfunded Buildout Plan to the 18-Year Transportation Facilities Plan: 1) westbound right turn lane on Redmond Way, 2) 152nd Ave NE reconstruction and streetscape NE 20th St to NE 24th St, and 3) 148th Ave NE northbound through lane. This action would allow developers—who will be required to construct them in any case—to claim credit against their transportation impact fees. Under the Redmond Municipal Code this would necessitate approximately a 15 percent increase in transportation impact fees, this increase will be brought forward to the Council as part of the impact fee adjustment on December 6, 2016 and take effect on January 1, 2017.

The 18-Year Transportation Facilities Plan (2013-2030) is part of the TMP and is the financially-constrained list of transportation system improvements the City expects to deliver over the course of the plan's 18-year horizon. The TMP is adopted by reference as part of the Comprehensive Plan. Another capital project list contained in TMP is the Unfunded Buildout Plan, which includes all the necessary but unfunded transportation projects the City intends to deliver in the long term. A long term financially constrained transportation plan is also a requirement of the state's Growth Management Act.

The purpose of this proposed amendment is as follows. First, without adoption of this amendment the developers who are obligated to construct these system improvements would have to pay transportation impact fees, which are in place so that development pays its fair share of building system improvements. Adding the projects would allow the developers to claim a credit against their transportation impact fees. Doing so would also have the consequence of increasing the transportation impact fee rate by 15.3 percent to compensate for these credits. (see fiscal note, below, for more information)

Second, these projects have system-wide benefit and an identified funding source through the private developments that are required to build them. Projects that fit those criteria are typically listed in the TFP.

Third, adding the projects will allow their capacity to count toward the supply of transportation system capacity as measured by the City's state-mandated concurrency system. This will help reduce the possibility of the City running low on capacity and triggering additional development fees, or other measures.

#### *Public Outreach and Process*

- May 4, 2016: Presentation to OneRedmond Government Affairs Committee
- June 8, 2016: Technical Committee recommendation to approve
- June 28, 2016: Second presentation to OneRedmond Government Affairs Committee
- July - August: Planning Commission review, public hearing, and recommendation to approve

Key issues discussed by the Planning Commission included whether the projects under consideration were properly considered "system improvements," and whether the proposal complied with the City's Complete Streets ordinance. The Commission ultimately decided that the projects were system improvements and that the proposal complied with the Complete Streets ordinance because the corridors either provide accommodation for all modes or there was an absence of need for a particular mode that was not accommodated. The Commission's review included a study session on June 29, 2016, a study session and public hearing on July 13, 2016 a study session on July 22, 2016, and a recommendation to approve on July 27, 2016.

#### **Council Actions/Communication**

<b>Date</b>	<b>Action/Committee Presentation</b>
September 13, 2016	Planning and Public Works Committee
October 18, 2016	City Council Staff Report
November 1, 2016	City Council Study Session
November 15, 2016	Proposed Adoption

#### IV. IMPACT

A. **Service/Delivery**: None

B. **Fiscal**: Under Redmond's transportation impact fee system, rates are based on the size and composition of the TFP. If impact-fee eligible projects are added to the plan then rates increase to offset a portion of their cost. If the TFP is amended as proposed, transportation impact fees would subsequently need to be increased by 15.3 percent. This increase will be implemented through a separate Council action on December 6, 2016 that would update the rate table, effective at the beginning of 2017 (staff contact: Jason Rogers). This update would add approximately \$290,000 in additional impact fee revenues per year, or \$3.7M over the life of the TFP if one assumed no further changes to the TFP between now and 2030. However, the TFP is scheduled for a major update in 2019/2020, which would result in a full recalculation of transportation impact fee rates at that time.

#### V. ALTERNATIVES TO STAFF RECOMMENDATION

1. Partial update-The Council could choose to add only one of the projects, or any combination of two projects. The concurrency system would account for some of the capacity provided by the projects, and depending on which projects were included one or both of the developers would be entitled to claim credits against some or all of their transportation impact fees. Transportation impact fee rates would increase somewhat, but less than the 15.3 percent that they would under the Commission's recommendation.
2. Not approve the amendment. If the projects were not added to the TFP, developers of sites fronting these projects would continue to be responsible for paying both transportation impact fees (estimated at \$4.8M for the developments currently in the pipeline), as well as cost of the transportation projects listed above—which are estimated at \$34.5 million. In this case, transportation impact fees would remain unchanged, and the capacity provided by the three projects would not be counted toward the supply of local transportation system capacity as measured by Redmond's plan-based concurrency system.

#### VI. TIME CONSTRAINTS

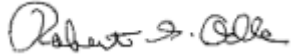
The Redmond Triangle development is waiting to pull their building permit until the Council makes a determination on this proposal.

## VII. LIST OF ATTACHMENTS

Attachment A: TMP Amendment Ordinance

Exhibit 1: Revisions to Transportation Master Plan

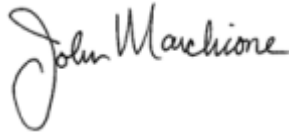
Attachment B: Planning Commission Transmittal



\_\_\_\_\_  
**Robert G. Odle, Director of Planning and Community  
Development**

**11/07/2016**

**Date**



Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**

**11/07/2016**

**Date**

# ATTACHMENT A

## CITY OF REDMOND ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING THE REDMOND  
TRANSPORTATION MASTER PLAN AND DIRECTING THE  
ADMINISTRATION TO PREPARE A PROPOSED  
MUNICIPAL CODE AMENDMENT, PROVIDING FOR  
SEVERABILITY, AND ESTABLISHING AN EFFECTIVE  
DATE

---

WHEREAS, the City of Redmond addresses certain Growth  
Management Act requirements for Comprehensive Plans in  
functional plans; and

WHEREAS, the Transportation Master Plan is Redmond's  
functional plan that addresses certain Growth Management Act  
requirements for transportation planning; and

WHEREAS, this amendment will move three transportation  
projects from the Unfunded Buildout Plan chapter of the  
Transportation Master Plan to the Transportation Facilities Plan  
chapter of the Transportation Master Plan; and

WHEREAS, this amendment will ensure that construction of  
the aforementioned projects contributes to transportation system  
capacity as accounted for by the City of Redmond's state-  
required transportation concurrency system; and

WHEREAS, this amendment will ensure that all funded  
transportation system improvements are listed in the fiscally-  
constrained Transportation Facilities Plan chapter of the  
Transportation Master Plan; and



WHEREAS, this amendment will allow developments that construct portions of the aforementioned projects to claim credit against their transportation impact fees; and

WHEREAS, this amendment will necessitate a revision to transportation impact fees, exclusive of annual indexing for inflation, which will be presented to the City Council as a separate ordinance in December 2016; and

WHEREAS, the Transportation Facilities Plan is scheduled for a comprehensive review and revision by 2020, which will result in a recalculation of transportation impact fee rates at that time; and

WHEREAS, the City issued a State Environmental Policy Act (SEPA) Determination of Non-Significance for this amendment on June 24, 2016; and

WHEREAS, the Planning Commission held a public hearing on Plan on July 13, 2016; and

WHEREAS, the Planning Commission voted 7-0 to recommend this amendment on August 10, 2016; and

WHEREAS, the City Council studied the amendment during a committee meeting, business meeting, and study session between September 2016 and October 2016; and

WHEREAS, in consideration of the foregoing the City Council desires to amend Transportation Master Plan as shown in

Exhibit 1 and incorporated herein by this reference as if set forth in full.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Transportation Master Plan Amended.      The Transportation Master Plan is amended as shown in Exhibit 1.

Section 2.      Findings and Conclusions.      The findings and conclusions of the Planning Commission in its report dated August 10, 2016 are adopted.

Section 3.      Amendments to the Redmond Municipal Code.      The Administration is directed to develop a proposed Municipal Code amendment for consideration by the City Council that will implement the revisions to transportation impact fee rates that are necessitated by the addition of transportation projects to the 18-Year Transportation Facilities Plan chapter of the Transportation Master Plan.

Section 4.      Severability.      If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

Section 5.      Effective Date.      This ordinance shall become effective five days after its publication, or publication of a

summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF REDMOND

\_\_\_\_\_  
JOHN MARCHIONE, MAYOR

ATTEST:

\_\_\_\_\_  
MICHELLE M. HART, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
SIGNED BY THE MAYOR:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

**Table 1. TFP Revenue Forecast 2013-2030.**

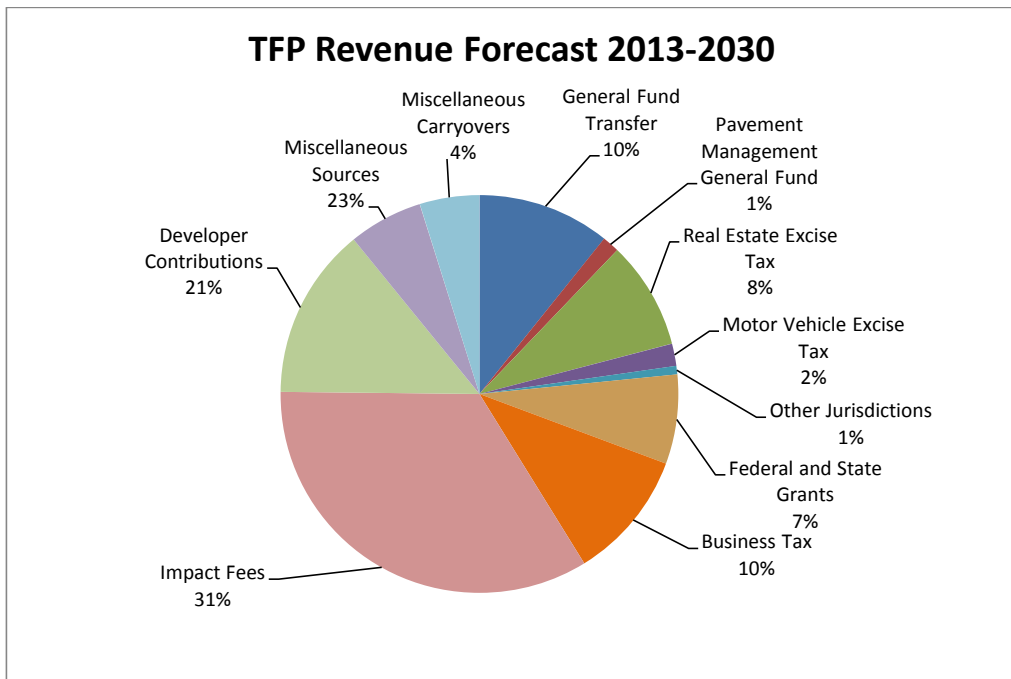
Revenue Source	C Forecast (\$Millions) 2013- 2030	%	Description of Source
General Fund Transfer	41.9	<del>10%</del> 11%	Council appropriation from City general fund
Pavement Management General Fund	5.4	1%	Council appropriation from City general fund
Real Estate Excise Tax	34.2	<del>8%</del> 9%	Tax on property sales in Redmond
Motor Vehicle Excise Tax	7.0	2%	State transportation funds to Redmond
Other Jurisdictions	2.7	1%	Cost participation by other agencies in Redmond projects
Federal and State Grants	28.2	7%	Cost participation grants for specific projects
Business Tax	40.8	10%	Employment based tax - Redmond employers
Impact Fees	132.2	<del>31%</del> 34%	Transportation impact fee cash payments by developers; or construction value by developers
Developer Contributions	<del>88.8</del> 54.3	<del>21%</del> 14%	Value of developer payments or construction for specific projects; not impact fee credited
Miscellaneous Sources	23.4	<del>6%</del> 6%	Interest earnings, rent, surplus property, revenue for completed projects for concurrency
Miscellaneous Carryovers	18.9	<del>4%</del> 5%	Funds brought forward; net of debt payments, non-tfp projects and overhead

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100%



Comment [PM1]: Chart values updated

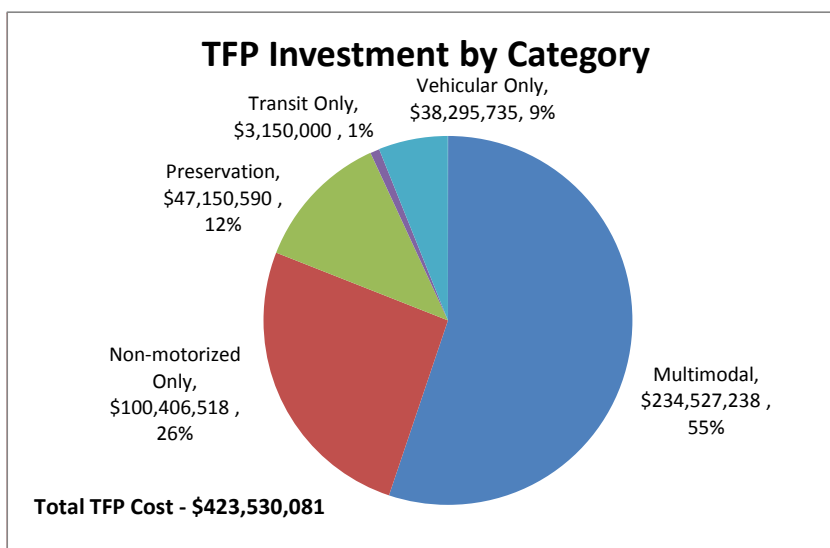
**Figure 2. TFP Revenue Forecast, 2013-2030.**

Individual revenue sources are described in more detail below:

- General Fund** – This revenue source is comprised of sales tax, property tax, utility tax, and other licenses and fees. Transportation currently receives 55 percent of the 5 percent General Fund revenues that are transferred to the CIP functional areas (minus development revenues and significant one-time collections). However, one-time monies can be received to support specific transportation capital projects. Forecast Assumption: assumes continuation of City Council appropriation at 55 percent of the 5 percent General Fund transfer to Transportation.
- Pavement Management General Fund Transfer** – By policy, \$300,000 per year is transferred from the General Fund to the Pavement Management Program for the preservation of roadway asphalt. Forecast Assumption: assumes General Fund transfer will continue at historical level of \$300,000 per year.
- Real Estate Excise Tax (REET)** – REET is a tax on all sales of real estate at a rate of 0.5 percent of the selling price of a property within Redmond city limits. King County collects REET funds for the City and distributes them to the City. REET is restricted to expenditures on capital projects. Transportation also currently receives 55 percent of the REET tax. Forecast Assumption: assumes transportation will continue to receive 55 percent of REET collected in the city. REET declined by approximately 50 percent from its historical base during 2009-2010 and only slightly grew in 2011-2012, resulting in a lower baseline for forecasting.
- Motor Vehicle Fuel Tax (Gas Tax)** – In Washington State, cities receive a portion of the state-collected gasoline tax. Gas tax is imposed as a fixed amount per gallon of gas purchased and is dedicated to

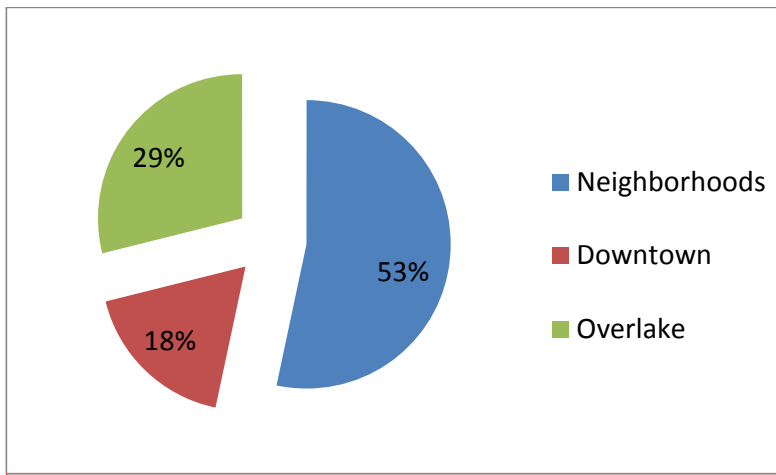
improvements at critical locations are included to relieve congestion and support freight mobility. Redmond makes a small investment about transit in the TFP. However, the region is making a huge transit investment that will connect Downtown Redmond with Bellevue and Seattle through the East Link light rail.

Second, the TFP is not just about building or providing new capital improvements. It has dedicated funding to preserve key infrastructure, including pavement and bridges. Twelve percent of the TFP funding is for preservation in the formats of both projects and programs (Figure 3). Third, the TFP is balanced across urban centers and neighborhoods. Slightly more than half of all TFP projects are located in neighborhoods outside of urban centers (Figure 4).



Comment [PM2]: Chart values updated

Figure 3. TFP Investment by category.



Comment [PM3]: Chart replaced

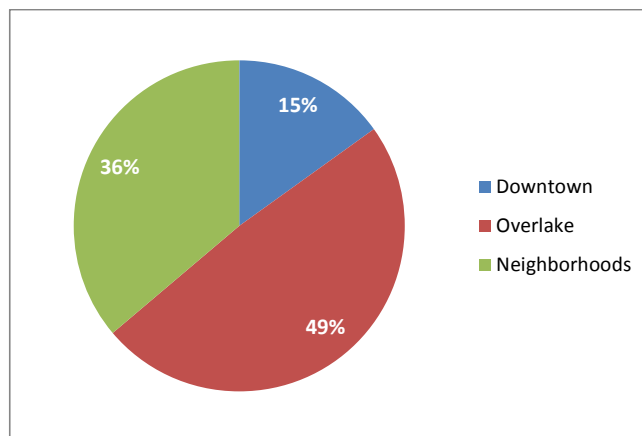


Figure 4. TFP project distribution by area

## Projects and Programs

TFP capital investments are arranged into two types: projects and programs. Projects and programs have distinct characteristics, and they are designed to complement each other.

Projects are standalone efforts that have a beginning and an end, are location specific, have a clear project scope, address multiple issues, and have set cost estimates and funding sources. An example of a project is a bridge replacement or the construction of a segment of sidewalk. Projects usually originate with a problem identified by staff or a set of comments from the community collected during a set period of time.



Figure 5. Downtown Transportation Facilities Plan projects.

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DOWNTOWN						
ID	Name	Description	Expected Implementation Time Period	Significant Support For These Strategies	Cost Estimate	Source
327	Cleveland Street Sidewalk Rehabilitation	Replace sidewalks between 164th Avenue NE and 168th Avenue NE.	Near-Term	3, 1, 4	\$271,000	Staff and community input
<u>371</u>	<u>Redmond Way Widening</u>	<u>Add second westbound lane and parking on the north side of Redmond Way between 168th Avenue and 164th Avenue. Project would include one travel lane, on-street parking, sidewalk, right-of-way, utilities and streetscape improvements</u>	<u>Near-Term</u>	<u>1,3,4,5</u>	<u>\$4,624,421</u>	<u>Downtown East-West Corridor Study</u>
					\$	
Downtown TFP Project Cost					<u>\$45,746,185</u>	
					<u>41,121,764</u>	

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OVERLAKE						
ID	Name	Description	Expected Implementation Time Period	Significant Support For These Strategies	Cost Estimate	Source
39, 41, 264	148th Corridor From NE 20th Street to SR 520	Improve intersections on 148th Avenue NE at NE 20th Street and NE 24th Street; Create third northbound through lane on 148th Ave NE from NE 22nd St to SR 520 westbound on-ramp	Long-Term	1, 2, 3, 5	\$9,007,000	39 & 41: previous TFP, 264: Overlake Residential Area neighborhood plan, Overlake Master Plan
47	152nd Ave. NE Main Street - Phase 1 (East)	Main Street improvements between NE 26th Street and NE 31st Street (half street improvements)	Middle-Term	1, 2, 3, 4	\$7,100,000	Previous TFP updated by Ordinance No. 2575, Overlake Master Plan
<u>49</u>	<u>152th Ave NE Main Street South of NE 24th Street</u>	<u>Implement a multi-modal pedestrian corridor concept on 152nd Avenue NE from NE 20th Street to NE 24th Street to create a lively and active signature street in the Overlake Village. The cross section for the improvements would include 1 through lane in each direction, turn lanes as necessary, on-street parking and pedestrian and bicycle facilities. Other improvements include storm drainage, LID, street lighting, pedestrian amenities, transit amenities, right-of-way, easements, and utilities.</u>	<u>Middle-Term</u>	<u>1, 3, 4</u>	<u>\$19,902,837</u>	<u>Overlake Master Plan</u>

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OVERLAKE						
ID	Name	Description	Expected Implementation Time Period	Significant Support For These Strategies	Cost Estimate	Source
355, 363	152nd Avenue NE Main Street - Phase 2 (PSBP and Between 24th and 31st)	Main Street improvements between NE 26th Street and NE 31st Street (half street improvements) and between NE 24th Street and NE 26th Street	Long-Term	1, 2, 3, 4	\$14,000,000	Overlake Residential Area neighborhood plan, Overlake Master Plan
367	148th Avenue NE Arterial Pavement Reconstruction	Reconstruct portions of and provide overlay of 148th Avenue from SR 520 to Redmond Way . Make drainage improvements where needed. Examine roadway channelization for improved efficiencies.	Middle-Term	1, 2, 3, 4, 5	\$2,873,000	Pavement Management Program
<u>387</u>	<u>148th Ave NE Northbound Through Lane</u>	<u>Add northbound through lane on 148th Ave NE between Bel-Red Road and NE 26th St.</u>	<u>Middle-Term</u>	<u>1, 3, 4, 5</u>	<u>\$10,002,823</u>	<u>Unfunded Buildout Plan</u>
					\$	
					Overlake TFP Project Cost	<u>\$146,775,660</u>
						<u>116,870,000</u>

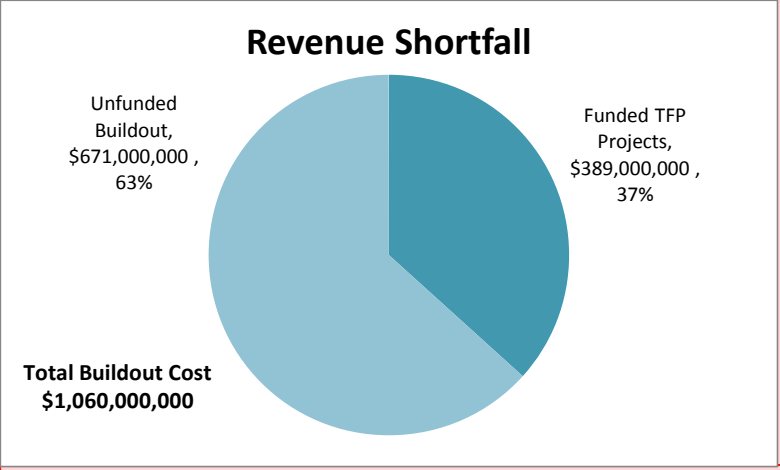
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CITYWIDE PROGRAMS						
ID	Name	Description	Expected Implementation Time Period	Significant Support For These Strategies	Cost Estimate	Source
110	Undergrounding Program	Provide funding to complete undergrounding of overhead utilities according to the Redmond Comprehensive Plan, Zoning Code, and Transportation Master Plan to improve reliability, safety, and aesthetics.	Long-Term	1	\$1,800,000	Started in 2001
				Total TFP Program Cost	\$121,313,100	
				Total TFP Project Cost	<del>\$303,116,981</del> <del>267,686,900</del>	
					\$	
				Total TFP Cost Including Projects and Programs	<u>424,430,081</u>	
					<del>389,000,000</del>	

# Funded Portion of Buildout Plan

To fully fund all of the needed projects in the Buildout Plan requires more revenue than is forecast for the financially constrained 18-year TFP (Figure 8). The estimated cost to build all projects within the Buildout Plan based on current cost estimates is \$1,060,000,000 and the available revenues for the 18-year TFP are \$389 million or about 37 percent of the Buildout Plan. The total cost of the Buildout Plan may vary as cost estimates are revised with more up-to-date information.



Comment [PM4]: Chart replaced

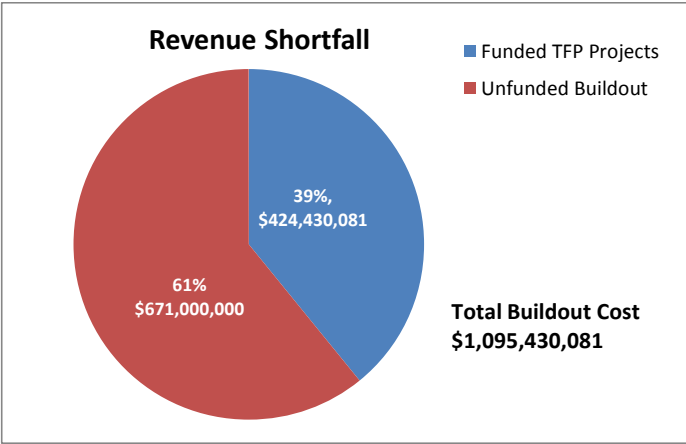


Figure 8. Funded portion of Buildout Plan.

## Stability of Revenue Sources:

- Gas tax revenue is based on consumption; gasoline tax revenues will decrease as drivers change to other modes of travel and choose vehicles that are more fuel efficient.

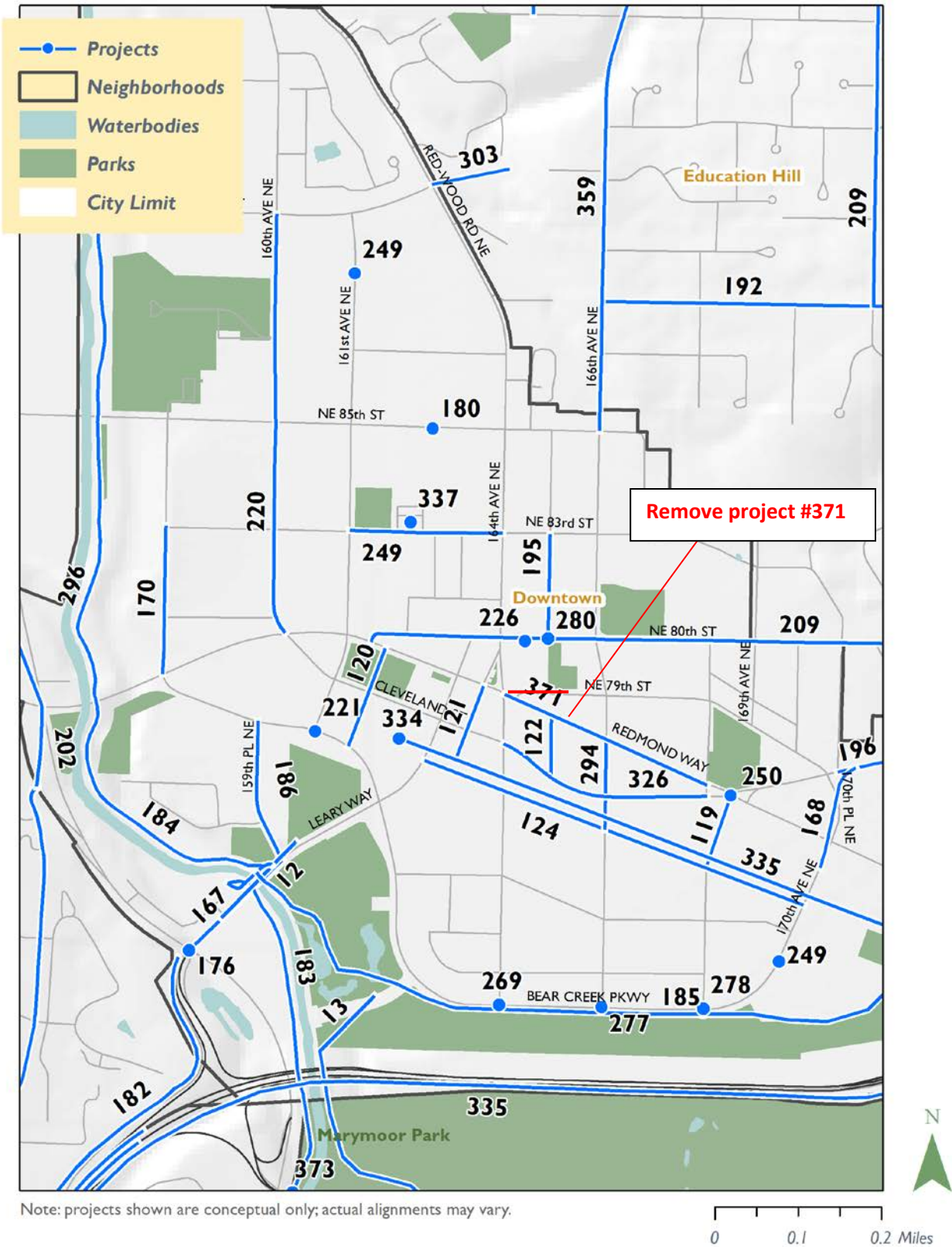


Figure 1. Unfunded Buildout Plan - Downtown.

## DOWNTOWN PROJECTS

Project ID	Project Title	Location	Project Limits: From	Project Limits: To	Description
359	166th Avenue NE Streetscape	166th Avenue NE	NE 85th Street	NE 104th Street	Improve 166th Avenue NE to a pedestrian-friendly street. Improvements include widened sidewalk and one through lane in each direction, center left turn lane and bike lanes, pedestrian amenities, transit amenities, utilities, street lights, stormwater, and LID. Add pedestrian crossings coordinated with bus stops.
<del>371</del>	<del>Redmond Way Widening</del>	<del>Redmond Way</del>	<del>168th Avenue NE</del>	<del>164th Avenue NE</del>	<del>Add second westbound lane and parking on the north side of Redmond Way between 168th Avenue and 164th Avenue. Project would include one travel lane, on-street parking, sidewalk, right of way, utilities and streetscape improvements</del>
372	Phases 1 & 2 SR 520 Active Traffic Management	SR 202	I 405		Add variable speed limits and variable message signs.
373	SR 520/West Lake Sammamish Parkway – Eastbound off	West Lake Sammamish Parkway	Eastbound off ramp		Construct either a multilane roundabout or exclusive right turn lane at the ramp



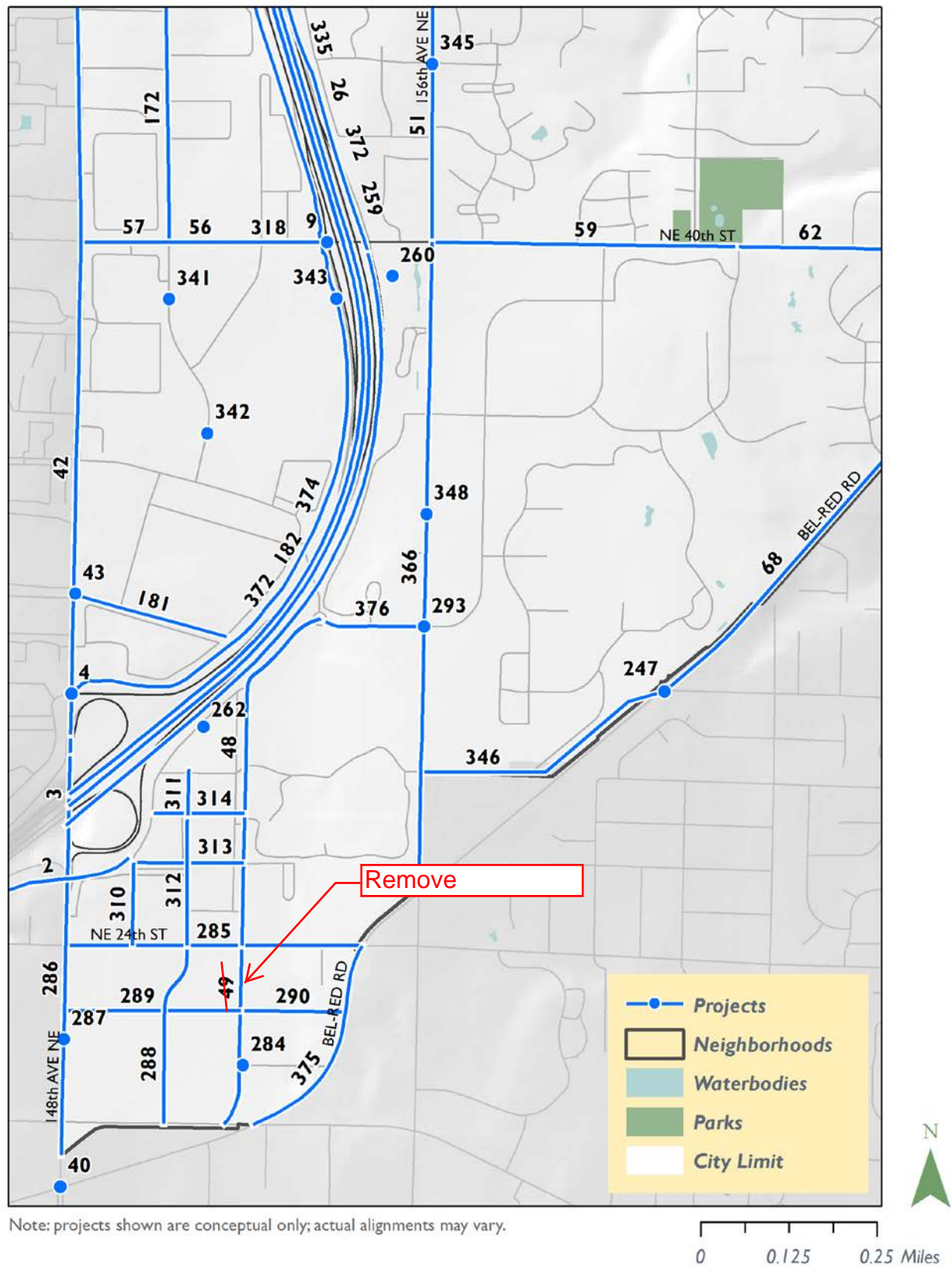


Figure 2. Unfunded Buildout Plan - Overlake.

## OVERLAKE PROJECTS

Project ID	Project Title	Location	Project Limits: From	Project Limits: To	Description
26	520 BRT	SR 520	NE 40th Street	SR 202/Redmond Way	In advance of the future light rail alignment to SE Redmond from the Overlake Transit Center Station, develop an alignment or a bus rapid transit corridor with needed right-of-way acquisition and roadway construction. This BRT corridor alignment needs to be compatible with the future light rail infrastructure. Construct layover facilities in Downtown Redmond.
40	Bel-Red Road & 148th Ave NE Turn Lanes	Bel-Red Road at 148th Avenue NE	-	-	Work with the City of Bellevue to add additional capacity in the vicinity of this intersection by creating eastbound and westbound dual left turn lanes at Bel-Red Road and 148th Avenue NE, <del>adding a third northbound through lane on 148th Avenue NE starting south of Bel-Red Road</del> and adding a northbound right-turn lane at Bel-Red Road and 148th Avenue NE.

## OVERLAKE PROJECTS

Project ID	Project Title	Location	Project Limits: From	Project Limits: To	Description
<del>49</del>	<del>152th Ave NE Main Street South of NE 24th Street</del>	<del>152nd Avenue NE</del>	<del>NE 20th Street</del>	<del>NE 24th Street</del>	<del>Implement a multi-modal pedestrian corridor concept on 152nd Avenue NE from NE 20th Street to NE 24th Street to create a lively and active signature street in the Overlake Village. The cross section for the improvements would include 1 through lane in each direction, turn lanes as necessary, on-street parking and pedestrian and bicycle facilities. Other improvements include storm drainage, LID, street lighting, pedestrian amenities, transit amenities, right-of-way, easements, and utilities.</del>
51	156th Ave NE Multiuse Trail	156th Avenue NE Multi-use Trail	NE 40th St	NE 51st St	Provide a wide (12-foot) multi-use trail on the east side of 156th Avenue NE from Bel-Red Road to NE 51st Street. This trail can expand upon the existing sidewalk to accommodate both pedestrians and bicyclists. Coordinate construction with Project 366.



## Planning Commission Report

**To:** City Council

**From:** Planning Commission

**Staff Contacts:** Rob Odle, Planning Director, 425-556-2417  
Don Cairns, Transportation Planning & Engineering Manager, 425-556-2834  
Lori Peckol, AICP, Long Range Planning Manager, 425-556-2411  
Patrick McGrath, Planner, 425-556-2870

**Date:** August 10, 2016

**File Numbers:** LAND-2016-01062, SEPA-2016-01036

**Planning Commission Recommendation:** Approval

**Title:** 18-Year Transportation Facilities Plan Amendment

**Recommended Action:** Amend the Transportation Facilities Plan and Unfunded Buildout Plan chapters of the Redmond Transportation Master Plan as shown in *Exhibit A*.

**Summary:** The amendments would remove three capital projects from the TMP's list of unfunded improvements and add them to the 18-Year Transportation Facilities Plan (TFP), the financially-constrained list of capital projects and programs that the City expects to deliver by 2030.

The proposed projects to add to the TFP are:

- Redmond Way westbound right turn lane, 166th Ave NE to 164th Ave NE
- 152nd Ave NE Main Street improvements, NE 20th St to NE 24th St
- 148th Ave NE northbound through lane, Bel-Red Road to NE 22nd St

Adding these improvements to the TFP will not change when they are constructed or how they are funded: developers are committed to building them as part of currently-planned projects. However the proposal does have administrative implications, which are described below.

**Reasons the  
Proposal Should be  
Adopted:**

- Planning Consistency: The projects previously lacked a funding source, and were therefore not located in the TFP, which is a financially-constrained plan. Recently two development proposals, representing sources of funding, have advanced that would be required to construct the projects. Transportation projects that are funded and that have system-wide benefits such as the three that constitute this proposal are typically listed in the TFP.
- Concurrency: Redmond's multimodal plan-based concurrency system is based on the delivery of projects listed in the TFP. Amending the TFP to include the three projects will allow the new capacity they provide to be accounted for in the concurrency system. If the TFP is not amended, their capacity would not be acknowledged by the concurrency system.
- Fairness: Amending the TFP to include the projects will allow the developers who build them to receive credits against their transportation impact fees. This avoids double payment that would have included both the full cost of constructing transportation system improvements and the transportation impact fees.

## **Recommended Findings of Fact**

### **1. *Public Hearing and Notice***

#### **a. Public Hearing Date**

The City of Redmond Planning Commission held a public hearing on the proposed amendment on July 13, 2016. No testimony was received at the public hearing.

#### **b. Notice**

The public hearing was published in the Seattle Times. Public notices were posted in City Hall and at the Redmond Library, and emails sent to parties of record. Additionally, hearing notification was posted on the City's web site.

## **Recommended Conclusions**

### **1. Key Issues Discussed by the Planning Commission**

*Exhibit B* summarizes the Planning Commission's discussion issues and staff responses. Below are key issues discussed by the Planning Commission.

#### **Definition of "System Improvement"**

To be eligible for addition to the TFP, the three transportation improvements described above are required have a funding source and be "system improvements." The Commission requested a definition of what constitutes a system improvement and asked whether nonmotorized improvements can be considered system improvements. After reviewing the response provided by staff, Commissioners determined that each project meets the definition of a system improvement.

#### **Complete Streets**

Planning Commissioners discussed whether the scope of the 148th Ave NE northbound through lane project properly reflects the City's obligations under its "Complete Streets" ordinance (RMC 12.06.010), which states that streets should accommodate all major travel modes unless certain exceptions are met (e.g. lack of need, safety risk). The Commission concluded that 148th Ave NE accommodates pedestrians, transit, and automobiles while lacking dedicated bicycle facilities. The Commission also recognizes that this is consistent with the Complete Streets ordinance given the lack of planned bicycle facilities for that corridor.

### **2. Recommended Conclusions of the Technical Committee**

The recommended conclusions in the Technical Committee Report (*Exhibit D*) should be adopted as conclusions.

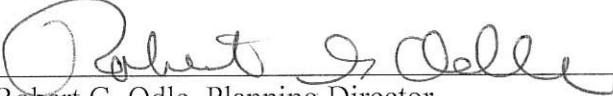
### **3. Planning Commission Recommendation**

The Planning Commission adopted a motion to recommend approval of amendments to the Redmond Transportation Master Plan by a vote of 7-0 at its July 27, 2016 meeting.



## List of Attachments

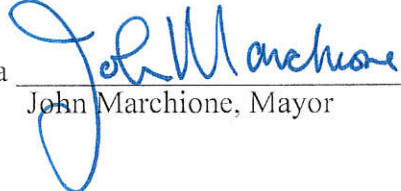
- Exhibit A: Recommended Amendments to the Redmond Transportation Master Plan
- Exhibit B: Planning Commission Final Issues Matrix
- Exhibit C: Planning Commission Meeting Minutes, July 13, 2016
- Exhibit D: Technical Committee Report with Exhibits

  
Robert G. Odle, Planning Director

8/5/16  
Date

  
Scott Biethan, Planning Commission Chairperson

8-11-16  
Date

Approved for Council Agenda   
John Marchione, Mayor

8-11-16  
Date



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** November 15, 2016

**SUBJECT: PUBLIC HEARING: 2017-2018 Biennial Budget**

**I. RECOMMENDED ACTION**

Hold the third and final public hearing on the 2017-2018 Biennial Budget.

**II. DEPARTMENT CONTACTS**

Mike Bailey, Director of Finance and Information Services 425-556-2160

Malisa Files, Deputy Finance Director 425-556-2166

**III. DESCRIPTION/BACKGROUND**

On November 15, 2016, the City Council will hold the third and final budget hearing on the 2017-2018 Biennial Preliminary Budget. The first and second hearings were conducted on June 21 and October 18, 2016, respectively. These public hearings are required under the Revised Code of Washington (RCW) 84.55 and RCW 35.34 allowing the Redmond Community to appear and give public testimony on the upcoming budget.

Prior to the budget hearing, staff will give a brief overview of the next steps on the budget. If you have questions or need additional information, please contact myself (x2160) or Malisa Files (x2166).

**IV. IMPACT**

A. **Service/Delivery**: None

B. **Fiscal**: None

**V. ALTERNATIVES TO STAFF RECOMMENDATION**

None

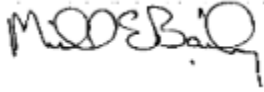
**VI. TIME CONSTRAINTS**

None



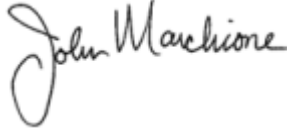
**VII. LIST OF ATTACHMENTS**

None



\_\_\_\_\_  
**Mike Bailey, Finance and Information Services Director**

**11/04/2016**  
**Date**



Approved for Agenda \_\_\_\_\_  
**John Marchione, Mayor**

**11/04/2016**  
**Date**



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** November 15, 2016

**SUBJECT:** City of Redmond Draft 2017 State Legislative Agenda

**I. RECOMMENDED ACTION**

Review and provide input on the City of Redmond Draft 2017 State Legislative Agenda

**II. DEPARTMENT CONTACTS**

Jane Christenson, Deputy City Administrator, (425) 556-2107

Nina Rivkin, Chief Policy Advisor, (425) 556-2103

Doug Levy, State Lobbyist, (425) 922-3999

**III. DESCRIPTION/BACKGROUND**

The Council will review a Draft 2017 State Legislative Agenda, including Top Priority Issues and issues the City proposes to support or oppose during the 2017 legislative session (provided in Attachment 1).

**Top Priority Issues**

On August 9, 2016, Doug Levy, the City's State Lobbyist, provided the Council with an overview of the upcoming 2017 session of the State Legislature and reviewed proposed top priority issues for the 2017 legislative session. A one-page summary of each of the proposed top priority issues was provided to the Council and is also attached to this staff report.

The Council supported the following four top priority issues:

- Expedite Funding for the Overlake Access Ramp
- Expedite Funding for the SR 520 Regional Trail Grade Separation at 40<sup>th</sup> Street
- Increase Funding for Affordable Housing
- Fund and Safeguard State Revenues

The only change that is being proposed to the Top Priority Issues is to broaden the Affordable Housing issue as follows:

- Title: "*Affordable Housing*" instead of "*Increase Funding for Affordable Housing*"

- Broaden the Scope: Include in the language “options” to increase the supply of affordable housing in addition to increase funding for affordable housing. Discussions are ongoing with the Association of Washington Cities (AWC) and other stakeholders on the best options to advance to address affordable housing. Providing the City with flexibility in the options to advance will support the City’s goals of increasing the supply of affordable housing and the level of affordability.

### **Support/Oppose Issues**

Following is a summary of proposed support and oppose issues included in the Draft 2017 State Legislative Agenda. The City’s 2016 State Legislative Agenda is provided in Attachment 2 for Council reference.

#### *General Government*

- Human services, mental health and homelessness: 2016 item
- Public Records Act (PRA): deleted language relating to police body camera videos as the Legislature addressed this in 2016; added language to ensure that a request for “all” or “substantially all” of an agency’s records does not constitute an identifiable record
- Hi-Tech Industry: revised to provide support for targeted re-establishment of Research and Development incentives to support growth of key sectors (i.e. space, bio-medical, life sciences)
- Pension enhancements and system mergers: 2016 item

#### *Environment*

- State Product Stewardship: 2016 item
- “Waters of the State” proposal: 2016 item
- WRIA 8 and Related Funding: support funding for habitat, floodplain and watershed projects

#### *Law Enforcement/Criminal Justice*

- Property Crimes: 2016 item
- Driving Under the Influence (DUI): 2016 item
- Statewide Re-Licensing Program for Driving While License Suspended: 2016 item

The following items from the City’s 2016 Legislative Agenda have been removed as there is no bill being pursued or the Legislature has addressed the item:

- Recreational Immunity (on Multi-Purpose Trails)
- Deferred Compensation Plans
- Water Conservation
- Puget Sound Partnership, Action Agenda
- Marijuana Regulation
- Fireworks Ban

A number of legislative documents are attached to the staff report that may be of interest to the Council. Among these is a Sound Cities Association (SCA) Draft 2017 Legislative Agenda. This is the first year SCA has proposed a legislative agenda; and at the November Public Issues Committee (PIC) meeting, they will consider adoption of an agenda with three items – adjust the property tax cap, fund basic public health services, and address housing and homelessness.

Also attached is the Association of Washington Cities (AWC) 2017 Legislative Session City Priorities; these priorities all align with the City’s legislative priorities.

#### **IV. IMPACT**

A. **Service/Delivery**: Council adoption of an annual legislative agenda provides direction for the City’s legislative efforts for the upcoming year.

B. **Fiscal**: None

#### **V. ALTERNATIVES TO STAFF RECOMMENDATION**

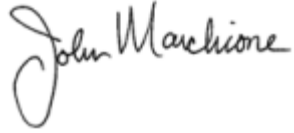
Staff will revise the Draft 2017 Legislative Agenda based on feedback provided by the City Council at the November 15, 2016, Council meeting.

#### **VI. TIME CONSTRAINTS**

City Council adoption of a 2017 Legislative Agenda is scheduled for the December 6, 2016, Council meeting.

#### **VII. LIST OF ATTACHMENTS**

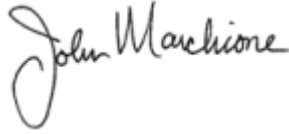
1. City of Redmond Draft 2017 State Legislative Agenda
2. City of Redmond 2016 State Legislative Agenda
3. CONNECTING WASHINGTON Transportation Projects, Overlake Access Ramp and SR 520 Regional Trail Grade Separation at 40<sup>th</sup> Street Summaries and Map
4. Fund and Safeguard State Revenues Summary
5. Eastside Human Services Forum: 2017 State Legislative Agenda
6. Sound Cities Association (SCA) Draft 2017 Legislative Agenda
7. Association of Washington Cities (AWC) 2017 Legislative Session City Priorities



11/07/2016  
Date

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**John Marchione, Mayor**



11/07/2016  
Date

Approved for Agenda \_\_\_\_\_

**John Marchione, Mayor**

**CITY OF REDMOND**  
**DRAFT 2017 STATE LEGISLATIVE AGENDA**

***Top Priority Issues***

- **Connecting Washington Transportation Projects:**

- Expedite Funding for the Overlake Access Ramp - \$68M***

- Connecting Washington funding for this project does not begin until 2019 and is spread out over 3 biennia. In 2012, the Legislature appropriated \$2.5M for preliminary engineering, which is scheduled for completion in June 2017.

- The City is seeking to expedite project funding as follows:

- 2017-2019: Final Engineering and Right-of-Way (ROW), \$40.7M
    - 2019-2021: Construction, \$27.3M

- Expedite Funding for the SR 520 Regional Trail Grade Separation at 40<sup>th</sup> Street - \$8.6M***

- Connecting Washington provided \$2.4M in 2015-2017 and \$8.6M in “future biennia” for this project. The City is seeking this funding in the 2017-2019 Transportation Budget. Preliminary engineering is anticipated to be substantially complete and Right-of-Way acquired by June 2017, and the remainder of the funding is needed to complete the project.

- ~~Increase Funding for Affordable Housing:~~ Redmond will actively work with the Association of Washington Cities, and other jurisdictions and stakeholders to increase the supply of affordable housing and the level of affordability in communities across the Puget Sound Region. Towards this end, the City will actively seek options to increase supply and an increase in funding, including via:

- State Housing Trust Fund: Significantly increase funding in the 2017-2019 Capital Budget.
    - Document Recording Fee: Extend and increase the surcharge for affordable housing.

- **Fund and Safeguard State Revenues to Better Enable Cities to Address Community Needs:** Redmond will join the Association of Washington Cities, cities, counties and others to:

- Property Tax Limitation: Adjust the 1% annual growth limitation on property tax under Initiative 747 to an inflationary index that better allows governments to keep pace with their costs.
  - Liquor Profit Revenues: Remove the statutory cap on liquor revolving account (“liquor profit”) revenues distributed to cities and counties, with a set-aside of restored funds for criminal justice and public safety.
  - FAST Act Revenue: Revise the distribution of federal *Fixing America’s Surface Transportation Act* funding from 64% for state highways and 34% for local transportation (roads, bridges, transit, ferries & non-motorized) to a more equitable distribution between state and local governments.
  - Infrastructure Funding: Develop proposals for financing basic infrastructure in local communities, including water, sewer, stormwater, and transportation (Public Works Assistance Account, Model Toxics Control Act, and WA Wildlife and Recreation Program and others).
  - “State-Shared” Revenues and Operating/Capital Budgets: Protect “state-shared” revenues and fund programs that are critical for Redmond and other local governments:
    - Basic Law Enforcement Academy Training (BLEA)
    - Municipal Services Research Center (MSRC)
    - Fraud/Identity Theft Prevention Task Forces
    - Auto Theft Prevention Program
    - Capital Improvements to the Fire Training Academy in North Bend

## ***Support/Oppose Issues***

### ***General Government***

- Human services, mental health and homelessness: Support initiatives to add services, shelters, and beds to help local communities address growing mental health and homelessness problems. Advance the Redmond Community Homelessness Task Force recommendations, including DSHS/Workforce Development Council job training/placement, mental health system funding, easier access to Community Housing Grant (CHG) and Housing Support Program (HSP) funds, and preserving the Housing and Essential Needs (HEN) program. In addition, Redmond supports the Eastside Human Services Forum (EHSF) legislative agenda.
- Public Records Act (PRA): Redmond is committed to public records openness and transparency. Redmond, along with the AWC and others, supports modest reforms of the PRA to:
  - Provide an alternative dispute resolution option for resolving conflicts over burdensome requests.
  - Enable cost recovery for requests of electronic records and for records that will be used for a commercial purpose.
  - Ensure a request for “all” or “substantially all” of an Agency’s data-base or records does not constitute an identifiable record.
  - Incentivize public agencies to use web-based and open-portal tools to provide public records
- Hi-Tech Industry: The City and the Washington Tech Cities Coalition (WTC<sup>2</sup>) support initiatives that enhance competitiveness and invest in education and infrastructure to support hi-tech. These initiatives include, but are not limited to targeted Research and Development (R&D) tax incentives that can help our state keep growing sectors such as space, bio-medical and life sciences.
- Pension enhancements and system mergers: Redmond opposes pension enhancements or mergers of pension systems that would add new costs to local government.

### ***Environment***

- State “Product Stewardship” program: Support adding new elements to the program, which uses manufacturer-financed initiatives to encourage environmentally responsible recycling of items.
- “Waters of the State” proposal: Ensure that any proposed infrastructure investment package for water supply, stormwater, and flood control ensures equity between where taxes and fees are collected and where they are invested.
- WRIA 8 and Related Funding: Support funding for habitat, floodplain and watershed projects.

### ***Law Enforcement/Criminal Justice***

- Property crimes: Address the rapid rise in property crimes occurring in the City and state by providing a comprehensive legislative approach that blends increased penalties with better support services for low-level repeat offenders.
- Driving Under the Influence (DUI): Support legislation to make the fourth DUI offense a felony. Under current state law, DUI offenses are not a felony until the fifth offense has been committed.
- Statewide re-licensing program for Driving While License Suspended (DWLS) offenders: Support a statewide re-licensing program to enable repeat offenders to pay back their fines over time, while allowing local jurisdictions that already have a re-licensing program to maintain their program.

## CITY OF REDMOND

### 2017 STATE LEGISLATIVE AGENDA

#### **Guiding Principles:**

The City has adopted the following principles to guide the City's Legislative Agenda:

- **Protect home rule and local authority:** The Legislature should refrain from pre-empting the authority of local cities and communities which are closest to the citizens they serve.
- **Refrain from imposing unfunded or "under-funded" mandates:** It is important that the Legislature refrain from imposing new unfunded or "under-funded" mandates upon local jurisdictions unless there is adequate funding provided to implement them.
- **The state should not erode local revenues and local taxing authority:** As "creatures of the state," cities in Washington have only the taxing and revenue authority directly provided to them by the State Legislature. It is vital that lawmakers refrain from making decisions that erode or eliminate those revenues and the local taxing authority that is given to cities.
- **The state should preserve Operating, Capital, and Transportation budget funding that flows to cities:** Redmond urges the Legislature to refrain from cutting or eliminating operational and infrastructure funding for Redmond and other cities.
- **The Legislature should reward jurisdictions that step up to implement the policy goals developed by the state, as it exercises its decision-making, particularly in grant and loan programs:** Redmond is an example of a city doing the right things to implement the Growth Management Act (GMA), accommodate density, ensure the urban centers of downtown and Overlake are conducive to "transit-oriented" and pedestrian-friendly development, embrace "green building", climate-change and Vehicle Miles Traveled (VMT) strategies, etc. As it makes funding and policy decisions regarding grant and loan programs, the state should find ways to reward jurisdictions, such as Redmond, that carry out and embrace these policy objectives.



**CONNECTING WASHINGTON Transportation Projects**  
**Overlake Access Ramp**  
**Redmond, WA**

**Project description**

This project will provide a direct access ramp from SR 520 going under 148<sup>th</sup> Ave. NE to Overlake Village.

**Project Status**

In 2012, the Legislature appropriated \$2.5M for preliminary engineering, which is scheduled to be complete in June 2017. The remaining project funding, provided in Connecting Washington, does not begin until 2019 and is spread out over 3 biennia.

**City Request**

Expedite Funding of Overlake Access Ramp - \$68M

The City is seeking to expedite project funding as follows:

- \$40.7M in 2017-19: Design and ROW (*ROW acquisition anticipated to take up to 2 years*)
- \$27.3M in 2019-21: Construction

**Rational for City Request**

- *Project Readiness:* Per WSDOT, preliminary engineering will be complete by the end of the current biennium (by June 2017) and the project will be ready for the next phase of work, ROW acquisition
- *Design-Build Approach:* WSDOT plans to design and construct the project using a “design-build” contracting approach; it makes little sense to spread funding out over a three biennia period of time for a design-build approach to the project
- *Cost Savings:*
  - WSDOT and City staff have already worked on “practical design” and WSDOT identified savings
  - Year of expenditure (YOE) costs will be reduced with an expedited schedule due to inflation savings
- *ROW Acquisition:*
  - Dynamic real estate investment environment in Overlake (Global Innovation Exchange [GIX], Microsoft development)
  - ROW likely to be less costly the earlier it can be acquired; anticipated to take 2 years due to likely condemnation proceedings
- *Ramp Construction Conflict with Sound Transit Light Rail in Overlake:*
  - Current schedule would have ramp construction begin when LR service starts 2023 (disruption)
  - Moving up the project will align it with ST work to construct two Light Rail stations in Overlake
  - Construction of the ramp would begin once stations have been completed at the end of 2019
- *Esterra Park Development:*
  - Esterra Park, consisting of commercial and residential development, including affordable housing, is expected to be complete by 2020
  - This development will bring even more people into Overlake, adding to congestion
  - Access ramp will facilitate movement to and from Overlake
- *Potential for City to Front-Fund Costs:* The City is exploring the idea of front-funding the remaining costs (\$68M) to allow the project to proceed with final design, right-of-way acquisition, and construction *if* funding for the project is not provided in the 2017-2019 Transportation Budget; the Legislature would need to authorize guaranteed reimbursement and the City would need to enter an agreement with WSDOT

**CONNECTING WASHINGTON Transportation Projects  
SR 520 Regional Trail Grade Separation at 40<sup>th</sup> Street  
Redmond, WA**

**Project description**

This project will improve safety and operations for all users at the intersection of the SR 520 Regional Trail and 40<sup>th</sup> Street by grade separating non-motorized uses from vehicle traffic, with a tunnel underneath 40<sup>th</sup> Street for pedestrians and bicyclists.

**Project Status**

Connecting Washington included \$10.7M for this project, with \$2.425M in 2015-2017 and \$8.275M to be allocated in “*future biennia*”. The City is building this project and WSDOT will take ownership upon project completion, as the project is located within WSDOT right-of-way. The City has hired a consultant for preliminary engineering/design. Preliminary engineering/design will be substantially complete and Right-of-Way acquired by June 2017.

**City Request**

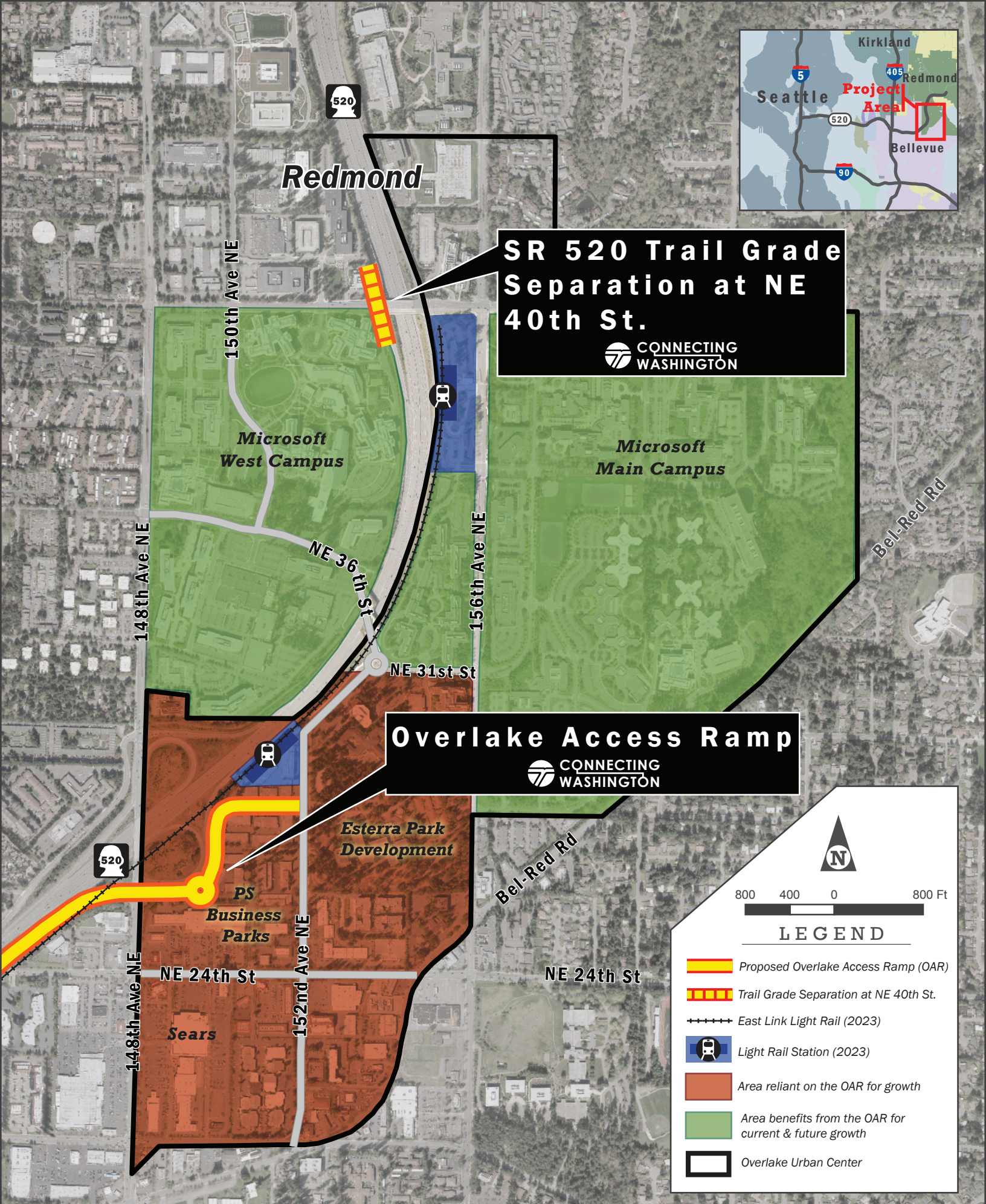
The City is seeking remaining project funding, \$8.275M in the 2017-2019 Transportation Budget to construct the project.

**Rational for City Request**

Funding in the 2017-2019 Transportation Budget will address a needed safety and congestion improvement:

- A high volume of pedestrians and bicyclists use the at-grade trail crossing, conflicting with both through and turning traffic on NE 40<sup>th</sup> Street, contributing to excessive delays on NE 40<sup>th</sup> Street and queuing onto the freeway.
- A substantial increase in bicycle commuters is expected on the trail through this intersection when the SR 520 Regional Trail is completed in 2017 and the trail extends from the University of Washington to downtown Redmond.
- Microsoft’s highest pedestrian/bicycle non-motorized project in the area is the grade separation of pedestrian/bicyclists from vehicular traffic.







**City of Redmond 2017 Legislative Agenda – Top Priority Issue**  
**FUND AND SAFEGUARD STATE REVENUES**

**Property Tax Limitation**

*Adjust the 1% annual growth limitation on property tax under Initiative 747 to an inflationary index that better allows governments to keep pace with their costs.* This is an issue of concern to cities and counties throughout the state. The Washington State Association of Counties (WSAC), joined by the Association of Washington Cities (AWC) and many cities and counties is advocating for an inflationary and population growth index instead of a 1% property tax growth cap.

**Liquor Profit Revenues**

*Remove the statutory cap on liquor revolving account (“liquor profit”) revenues distributed to cities and counties, with a set-aside of restored funds for criminal justice and public safety.*

A proposal is under discussion to remove the cap on liquor revenue and set-aside 60% of the revenue for criminal justice and public safety. This proposal is based on state law that authorizes counties to seek voter approval for up to a 0.2% sales tax increase, with 60% of revenue generated from the measure dedicated to law enforcement and 40% distributed on a per capita basis to cities.

**FAST Act Revenue**

*Revise the distribution of federal Fixing America’s Surface Transportation Act funding from 66% for state highways and 34% for local transportation (roads, bridges, transit, ferries and non-motorized) to a more equitable distribution between state and local governments.*

The FAST Act enacted late last year by Congress secures federal highway and transit programs for the next five years, from 2016-2020. The State expects to receive \$2 billion more than anticipated in federal funds by 2031 and more than forecasted in the 16-year *Connecting Washington* transportation package.

In the past, 66% of these funds have been invested in state highways and 34% have been used for local transportation. A lot has changed since this distribution policy was adopted in 1991; the local share of gas tax revenue has been significantly less while local jurisdictions are maintaining more. The Governor has convened a group to make recommendations on the distribution of FAST Act funds. This group consists of state transportation leaders, regional planning organizations, cities, counties, ports and transit agencies; Mayor Marchione represents larger Metropolitan Planning Organizations.

**Infrastructure Funding**

*Develop proposals for financing basic infrastructure in local communities, including water, sewer, stormwater and transportation (Public Works Assistance Account, Model Toxics Control Act, Washington Wildlife and Recreation Program, and others).*

Of the State’s programs for financing basic infrastructure, one of the oldest is the Public Works Assistance Accounts (PWAA), first established in 1985. The PWAA has suffered cuts and transfers totaling over \$1 billion the last several years.

The Legislature and stakeholder groups are also evaluating a “Washington Waters” idea for new infrastructure funding for water, stormwater and flood control purposes. Additionally, the Legislature has directed the State Office of Financial Management to look at more sustainable ways of financing the Model Toxics Control Act, which among other things, has been used to for stormwater management and cleanup projects.

### **State-Shared Revenues and Operating/Capital Budgets**

*Protect State-Shared revenues and fund programs that are critical for Redmond and other local governments:*

- **Basic Law Enforcement Academy Training (BLEA):**

Under the current budget, there is enough funding for 10 Basic Law Enforcement Academy training classes at the Criminal Justice Training Commission, which provides training for 300 new officers per year (30 officers per class). However, the training need is for 18 classes to train 540 new officers. A supplemental budget appropriation of \$2.4M is being sought early in the 2017 Legislative Session for an additional 8 training classes. Without these additional classes, the wait for training could grow from 4-6 months to over a year.

Given the competitive environment for law enforcement officers, Redmond hires new police officers regardless of delays getting into the Academy for basic training. The City pays these officers while waiting for them to attend training. New officers are confined to a police station, ride-alongs or administrative tasks, conducting job tasks short of their classifications and abilities, while waiting for training. It then takes 8 months to complete basic training and Redmond training.

Delay in training impacts the Redmond Police Department RPD). Due to officer shortages, RPD has shut down non-essential but highly productive units in order to reassign officers to patrol, and pays overtime to cover patrol shifts that need coverage. Officers need to be properly and timely trained so they are in the field, not sitting behind a desk.

- **Municipal Services Research Center (MSRC):**

The 2016 Supplemental Operating Budget preserved a \$5.6 million biennial funding level for MSRC. However, initial Senate budget proposals would have eliminated funding for MSRC.

- **Fraud and Identify Theft Prevention Task Forces:**

The 2016 Supplemental Operating Budget retained \$1.776 million in funding for a Financial Fraud and Identify Theft Task Force in King, Pierce and Snohomish Counties. The Task Force funds a crime analyst in the Redmond Police Department, a detective in Pierce County and a prosecutor in Snohomish County. In 2015 the Legislature re-authorized bank fees to fund this work.

- **Auto Theft Prevention Program:**

The 2016 Supplemental Operating Budget included some reductions for the Auto Theft Task Force, funding \$7.67 million for task forces in South King County, East King County and elsewhere to combat auto theft.

- **Capital Improvements to the Fire Training Academy in North Bend:**

Redmond firefighters use the Fire Training Academy for live-fire trainings. The Fire Training Academy is in need of over \$14M in capital improvements, including: a residential burn building, apartment burn building, classroom rehabilitation to provide heated classrooms and drinking water and bathroom facilities (currently portable toilets are used, which are problematic during high winds and freezing weather), commercial high-rise, and storage for wooden pallets used for live-fires.

The project has been underway since 2012 and \$1.5M has been spent on design. The design phase is almost complete. The timeline for completing each element of the project depends on the availability of funding.



## Eastside Human Services Forum: 2017 State Legislative Agenda

*The Eastside Human Services Forum strongly urges elected officials to go beyond the scope of maintaining current funding levels for human services.*

*Instead, EHSF advocates for solutions that strengthen and grow the system of diverse and integrated services required for our communities to thrive.*

Together, the following priorities form a foundational web of support to ensure healthy outcomes for all East King County residents: **Basic Needs, Making Homelessness Rare, Brief and One-Time, Older Adults and People with Disabilities, and Early Learning and Youth Programs.**

### **SUPPORT ACCESS TO BASIC NEEDS AND HEALTH SERVICES**

- Allocate additional resources for behavioral health, including mental health and substance abuse;
- Enact legislation implementing **Family and Medical Leave Insurance**;
- Expand **WorkFirst** community college timeline from one to two years;

### **MAKE HOMELESSNESS RARE, BRIEF AND ONE-TIME**

- Invest \$200 million in the **Housing Trust Fund** to address the growing need for affordable housing for low-income families and individuals;
- Renew and increase the **Document Recording Fee** which is used to fight homelessness;
- Allow local governments the authority to enact a .25% **Real Estate Excise Tax** for affordable housing;

### **SUPPORT THE MOST VULNERABLE OLDER ADULTS AND PEOPLE WITH DISABILITIES**

- Preserve Washington's long-term care infrastructure and increase support for services that enable adults to remain in the homes and in the community such as **Adult Day Health, Family Caregiver Support** programs and case management programs funded through the **Senior Citizen's Services Act**;
- Restore the **Medicaid Adult Hearing Hardware Benefit**, discontinued effective 2011, to cover hearing aids, necessary supplies and related services;
- Protect vulnerable adults from fraudulent and predatory practices, financial exploitation, abuse and mistreatment;

### **STRENGTHEN EARLY LEARNING AND YOUTH PROGRAMS**

- Expand **Early Childhood Education and Assistance Program** (ECEAP) by providing 20% more slots and longer days;
- Increase funding to the **Home Visiting Services Account** by \$6.1 million;
- Support **Breakfast After the Bell**;
- Create **Social Emotional Learning** standards and implement across districts statewide;

*The Eastside Human Services Forum fosters strong public and private partnerships for a stable network of health and human services for the benefit of all East King County residents. For more information about EHSF's mission and efforts, please visit [www.eastsideforum.org](http://www.eastsideforum.org).*



SOUND CITIES ASSOCIATION

37 Cities. A Million People. One Voice.

To provide leadership through advocacy, education, mutual support and networking to cities in King County as they act locally and partner regionally to create livable vital communities.

## **DRAFT 2017 Legislative Agenda**

### **Adjust the Property Tax Cap**

Property tax is the largest revenue source for Washington's cities, supporting critical services such as justice, health, and safety. Property taxes are capped at a level that creates an ever-widening gap between the cost of providing public services to a growing population and the revenue available to pay for them. A new property tax limit should correspond to what it actually costs local governments to continue providing services, and keep up with increased public demand.

- *The Sound Cities Association urges the Legislature to give local governments the option to replace the arbitrary annual 1% cap on property tax revenues with a growth limit whose maximum is inflation plus the rate of population growth.*

### **Invest in Public Health Services**

Protect our communities by investing in core public health services. The 40% per capita decrease in public health funding since 1999 is reaching crisis levels across the state. The funding shortfall has left Public Health—Seattle & King County unable to fully investigate disease outbreaks. The Washington State Department of Health is requesting \$54 million for local public health jurisdictions to fill critical gaps in disease prevention and response, and to pilot shared services to improve the efficiency of the overall system.

- *The Sound Cities Association urges the Legislature to fund basic public health by investing \$54 million in core public health services.*

### **Address the Housing and Homelessness Crisis**

Our communities face an affordable housing and homelessness crisis. Over 4,500 people are surviving unsheltered on any given night in King County, and others, including older adults and moderate and low-wage workers of all ages, are struggling to find affordable, quality housing in our region. Partnerships between state and local governments are critical to create new units of affordable housing, renewed state commitments to help Washingtonians transition out of homelessness, and expanded investments to address behavioral health needs and other root causes of homelessness.

- *The Sound Cities Association urges the Legislature to partner with us to address homelessness and increase the supply of affordable housing in the following ways:*
  - *Expand and make permanent the Document Recording Fee*
  - *Invest \$200 million in the Housing Trust Fund*
  - *Allow local governments to create and preserve affordable housing through a Preservation Tax Exemption and other optional local tools*
- *The Sound Cities Association urges the Legislature to address other underlying causes of homelessness by making investments in our state's behavioral health system and enacting legislation to prohibit Source of Income Discrimination.*

**In order for Washington State to be its best and attract the best, our 281 cities and towns must be strong.**

- Cities are where more than 4.6 million people call home, and this number is growing quickly.
- Cities are where the majority of the state's revenues are generated, including \$1.3 billion in property taxes, and \$7.5 billion in sales tax.
- Cities contain the state's economic engines, where 69% of job-generating businesses are located.

**The 2017 legislative session will be lengthy and difficult. In light of competition for the state's limited resources, this session could be a game changer for cities and communities around the state. In order to help solve our shared critical challenges and maintain Washington's vibrant communities, the Legislature must:**



Update the Public Records Act so cities can continue to provide open and transparent government services to Washington residents.



Respect city local authority with regards to revenue, taxes, licensing, and home rule; city officials are elected and must have the authority to solve local challenges.



Support and enhance actions to increase affordable housing, decrease homelessness, and improve a strained mental and behavioral health system.



Maintain the city-state partnership for shared revenues to fund key services.



Revitalize key infrastructure assistance programs to support job creation, our health and safety, economic vitality, and quality of life.



Provide adequate and sustainable funding to maintain high-quality statewide training for law enforcement personnel.



Maintain funding for the Municipal Research and Services Center (MRSC) to provide vital support for local government performance.

Founded in 1933, the Association of Washington Cities (AWC) is a private, nonprofit, nonpartisan corporation that represents Washington's cities and towns before the state legislature, the state executive branch and with regulatory agencies. Membership is voluntary. However, AWC consistently maintains 100% participation from Washington's 281 cities and towns.

## Contact:

**Dave Williams**

Director of Government Relations  
davew@awcnet.org • 360.753.4137



## **CITY OF REDMOND**

### **2016 STATE LEGISLATIVE AGENDA**

#### ***Top Priority Issues***

- **Provide a Variety of Tools to Help Jurisdictions Add Affordable Housing Units:** Redmond supports the establishment of discretionary tools that can help local jurisdictions increase the number of affordable housing units in communities across the Puget Sound Region, including but not limited to: increasing the amount of funding for the Housing Trust Fund, Transit Oriented Development (TOD) incentives, a third one-quarter of one percent Real Estate Excise Tax (REET 3) dedicated to affordable housing, an affordable housing preservation tax exemption, and a demolition tax with revenue targeted towards affordable housing.
- **Safeguard State Revenues and Provide Revenue Tools to Better Enable Cities to Address Community Needs:** Redmond will join the Association of Washington Cities (AWC), cities and counties to:
  - Remove the statutory cap on liquor revolving account (“liquor profit”) revenues distributed to cities and counties;
  - Develop options for replenishing the Public Works Assistance Account or establishing new approaches to financing basic water, sewer, stormwater, and transportation infrastructure investments in local communities; and
  - Protect “state-shared” revenues, maintain Operating Budget programs where the state partners with local communities to help fund local services, and preserve the 2015 “Connecting Washington” transportation package investments.

#### ***Support/Oppose Issues***

##### ***Economic Development and Infrastructure***

- Hi-Tech Industry: The City and the Washington Tech Cities Coalition (WTC<sup>2</sup>) support initiatives that enhance competitiveness and invest in education and infrastructure to support hi-tech. These initiatives include, but are not limited to, reinstating Research and Development (R&D) tax incentives and providing tax incentives to tech sector start-up companies.
- “Waters of the State” proposal: Ensure that any proposed infrastructure investment package for water supply, stormwater, and flood control ensures equity between where taxes and fees are collected and where they are invested.

##### ***General Government***

- Human services, mental health and homelessness: Support initiatives to add services, shelters, and beds to help local communities address growing mental health and homelessness problems. Advance the Redmond Community Homelessness Task Force recommendations, including DSHS/Workforce Development Council job training/placement, mental health system funding, easier access to Community Housing Grant (CHG) and Housing Support Program (HSP) funds, and preserving the Housing and Essential Needs (HEN) program. In addition, Redmond supports the Eastside Human Services Forum (EHSF) legislative agenda.

- Public Records Act: Redmond is committed to public records openness and transparency, and along with the AWC and others, supports legislation to:
  - Provide an Alternative Dispute Resolution option for resolving conflicts over burdensome requests;
  - Incentivize public agencies to use web-based and open-portal tools to provide public records;
  - Ensure proposals relating to the use of body cameras by police officers include reasonable provisions for the disclosure of these videos; and
  - Allow public agencies to recover “actual costs” from those who make records requests for commercial purposes, rather than for government transparency.
- Recreational immunity: Clarify recreational immunity for multi-purpose pedestrian and bicycle trails. A recent court case (*Camicia vs. Howard S. Wright Construction and City of Mercer Island*) left uncertainty over whether recreational immunity exists for these types of multi-purpose facilities as it does for other recreational facilities such as parks.
- Pension enhancements: Oppose pension enhancements that would add new costs to local government.
- Deferred compensation plans: Oppose requiring that local government offer employees the state’s deferred compensation plan. Unsuccessful 2015 legislation would have mandated that local government must offer employees the state’s Section 457 plan even if they already had their own deferred compensation plan in place.

### ***Environment***

- State “Product Stewardship” program: Support adding new elements to the program, which uses manufacturer-financed initiatives to encourage environmentally responsible recycling of items.
- Water conservation: Support incentives and efficiency standards for water-conserving products and electrical fixtures.
- Puget Sound Partnership Action Agenda: Support investments to continue ongoing Puget Sound Partnership efforts, so long as requirements are not imposed on cities without adequate funding to implement them.

### ***Law Enforcement/Criminal Justice***

- Marijuana regulation: Ensure that legislation to refine Initiative 502 and medical marijuana laws will maintain a system that is coordinated and predictable for enforcement and public safety purposes.
- Property crimes: Address the rapid rise in property crimes occurring in the City and state by providing a comprehensive legislative approach that blends increased penalties with better support services for low-level offenders.
- Driving Under the Influence (DUI): Support legislation to make the fourth DUI offense a felony. Under current state law, DUI offenses are not a felony until the fifth offense has been committed.
- Fireworks bans: Allow cities to adopt regulations limiting or prohibiting fireworks without waiting one-year as required under current state law.

## CITY OF REDMOND

### 2016 STATE LEGISLATIVE AGENDA

#### **Guiding Principles:**

The City has adopted the following principles to guide the City's Legislative Agenda:

- **Protect home rule and local authority:** The Legislature should refrain from pre-empting the authority of local cities and communities which are closest to the citizens they serve.
- **Refrain from imposing unfunded or "under-funded" mandates:** It is important that the Legislature refrain from imposing new unfunded or "under-funded" mandates upon local jurisdictions unless there is adequate funding provided to implement them.
- **The state should not erode local revenues and local taxing authority:** As "creatures of the state," cities in Washington have only the taxing and revenue authority directly provided to them by the State Legislature. It is vital that lawmakers refrain from making decisions that erode or eliminate those revenues and the local taxing authority that is given to cities.
- **The state should preserve Operating, Capital, and Transportation budget funding that flows to cities:** Redmond urges the Legislature to refrain from cutting or eliminating operational and infrastructure funding for Redmond and other cities.
- **The Legislature should reward jurisdictions that step up to implement the policy goals developed by the state, as it exercises its decision-making, particularly in grant and loan programs:** Redmond is an example of a city doing the right things to implement the Growth Management Act (GMA), accommodate density, ensure the urban centers of downtown and Overlake are conducive to "transit-oriented" and pedestrian-friendly development, embrace "green building", climate-change and Vehicle Miles Traveled (VMT) strategies, etc. As it makes funding and policy decisions regarding grant and loan programs, the state should find ways to reward jurisdictions, such as Redmond, that carry out and embrace these policy objectives.



**MEMO TO:** Members of the City Council

**FROM:** Mayor John Marchione

**DATE:** November 15, 2016

**SUBJECT:** Low Impact Development Policies

**I. RECOMMENDED ACTION**

Staff will be providing an update on the changes to the Zoning Code, Redmond Municipal Code, and Stormwater Technical Notebook related to Low Impact Development.

**II. DEPARTMENT CONTACTS**

Linda De Boldt, Director of Public Works	425-556-2733
Gary Schimek, Natural Resources Division Manager	425-556-2742
Jerallyn Roetemeyer, Natural Resources Supervisor	425-556-2824
Steve Hitch, Senior Engineer, Natural Resources	425-556-2891

**III. DESCRIPTION/BACKGROUND**

The NPDES Phase II Municipal Stormwater Permit requires cities to review and revise codes to address gaps and remove barriers that may inhibit the use of Low Impact Development (LID) as the preferred and common method for managing stormwater. Also, Phase II cities in Western Washington are required to adopt the Washington State Department of Ecology's nine minimum requirements for development and redevelopment. Both requirements must be effective January 1, 2017. Proposed changes to the Redmond Municipal Codes 13.06 are attached to this memo.

At the September 27, 2016 Study Session, staff provided Council with an informational briefing on the proposed changes to the Zoning and Municipal codes and Stormwater Technical Notebook. Information included 1) a review of the benefits of low impact development, 2) the requirements of the NPDES Municipal Stormwater Permit and the nine minimum requirements, 3) the importance of early planning, 4) infiltration in the urban centers, and 5) stakeholder input.

On November 15, 2016, staff will be returning to Council to provide an update including:

- Low Impact Development (LID) Program overview
- Relation between Regional Facilities Strategy and LID
- Stakeholder Feedback
- Summary of Proposed Policies and Implementation Approach

- Low Impact Development Citywide
- Low Impact Development in Urban Centers
- Budgetary Impacts

Additionally, staff will be seeking Council direction on policies for low impact development in downtown at a study session that has been scheduled for November 29, 2016. This is to address any outstanding questions on the code changes scheduled for approval at the December 6, 2016 City Council Business Meeting and to provide more detailed information on infiltration in downtown, if needed. A Public Hearing will be held in advance of Council action on December 6, 2016. The Technical Committee has authority to approve the Stormwater Technical Notebook, and that action is scheduled for December 7, 2016.

The City's website ([www.redmond.gov/LID](http://www.redmond.gov/LID)) provides information about the proposed code changes including draft language for the Zoning and Municipal codes and the Stormwater Technical Notebook; contact information; stakeholder engagement; schedule, and other related documents.

#### **Council Actions / Communication**

<b>Date</b>	<b>Action / Committee Presentation</b>
October 13, 2015	Study Session/Qtrly Environmental Update
June 7, 2016	Staff Report
June 29, 2016	Planning Commission Report to Council
July 12, 2016	Planning and Public Works Committee
August 9, 2016	Planning and Public Works Committee
August 16, 2016	Staff Report
September 13, 2016	Planning and Public Works Committee
September 27, 2016	Study Session

#### **IV. IMPACT**

A. **Service/Delivery**: The proposed changes clarify how to apply low impact development on private development and public projects. It also puts Redmond in compliance with the Phase II Municipal Stormwater Permit requirements. Low impact development helps to recharge the groundwater aquifer, protects streams from high flow rain events, and improves water quality in streams or the river.

B. **Fiscal**: Budgetary impacts include additional staff time to review and inspect low impact development projects, additional training, and soil mapping.

#### **V. ALTERNATIVES TO STAFF RECOMMENDATION**

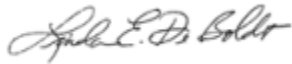
No alternatives are identified.

## **VI. TIME CONSTRAINTS**

All Phase II jurisdictions must review and update codes to make low impact development the preferred and commonly used method to management stormwater and adopt the minimum requirement by December 31, 2016.

## **VII. LIST OF ATTACHMENTS**

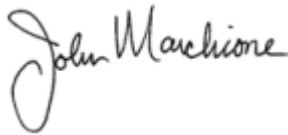
A. Proposed Redmond Municipal Codes 13.06



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**Linda De Boldt, Director of Public Works**

**11/07/2016**  
**Date**



Approved for Agenda \_\_\_\_\_

**John Marchione, Mayor**

**11/07/2016**  
**Date**

CODE ORDINANCE

**CITY OF REDMOND  
ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, AMENDING RMC 13.06, "STORMWATER  
MANAGEMENT CODE," MODIFYING THE CODE FOR  
CLARITY

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WHEREAS, the City of Redmond protects the public from  
pollution and flooding caused by stormwater runoff; and

WHEREAS, the City of Redmond protects and restores water  
resources from degradation caused by stormwater runoff; and

WHEREAS, the City of Redmond is issued a municipal  
stormwater permit by the State of Washington Department of  
Ecology that requires updates to stormwater code from time to  
time.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND,  
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1.      Classification.      This ordinance is of a  
general and permanent nature and shall become a part of the City  
Code.

Section 2.      Amendment of Chapter.      RMC 13.06,  
"Stormwater Management Code," is hereby amended to read as  
follows:

Section 3.        Repeal of Section. No section is proposed to be repealed by this ordinance.

## **Chapter 13.06**

### **STORMWATER MANAGEMENT CODE**

#### Sections:

<u>13.06.010</u>	Findings.
<u>13.06.020</u>	Statement of need.
<u>13.06.030</u>	Purpose.
<u>13.06.040</u>	Definitions.
<u>13.06.050</u>	<i>Repealed.</i>
<u>13.06.054</u>	Prohibited discharges.
<u>13.06.058</u>	Conditional discharges.
<u>13.06.060</u>	<i>Repealed.</i>
<u>13.06.062</u>	Allowable discharges.
<u>13.06.064</u>	Prohibition of illicit connections.
<u>13.06.066</u>	Requirement of source control best management practices.
<u>13.06.068</u>	Maintenance requirements.
<u>13.06.070</u>	Disposal of waste from maintenance activities.
<u>13.06.080</u>	Compliance required.
<u>13.06.090</u>	Inspection requirements.
<u>13.06.100</u>	Inspection authority.
<u>13.06.110</u>	Inspection procedures.
<u>13.06.120</u>	Adjustment of utility fees.
<u>13.06.130</u>	Inspection and maintenance schedule.
<u>13.06.140</u>	Inspection and maintenance records.
<u>13.06.150</u>	Enforcement authority.
<u>13.06.160</u>	Enforcement policy.
<u>13.06.170</u>	Orders.
<u>13.06.180</u>	Penalty for violations.
<u>13.06.190</u>	Penalties due.
<u>13.06.200</u>	<i>Repealed.</i>
<u>13.06.210</u>	Abrogation and restrictions.
<u>13.06.220</u>	Interpretation.
<u>13.06.230</u>	Conflicts.
<u>13.06.240</u>	State statutes and regulations adopted by reference.



### **13.06.010 Findings.**

The Redmond City Council hereby finds that:

**(A)** ~~[A.]~~ Stormwater drainage systems are a common feature of urban development.

**(B)** ~~[B.]~~ Stormwater drainage systems must be regularly inspected, maintained, and repaired as necessary in order to function and perform as designed and to reduce or remove pollution and/or to reduce flooding.

**(C)** ~~[C.]~~ If not adequately maintained, stormwater drainage systems can become less effective in preventing pollutants from entering surface waters and groundwater.

**(D)** ~~[D.]~~ If not adequately managed, stormwater drainage systems can cause considerable damage to public and private property and natural habitat, as well as creating a health and safety risk for the public and wildlife.

**(E)** ~~[E.]~~ Stormwater can potentially transport a significant amount of pollution to surface water bodies. Stormwater needs to be adequately managed to protect Redmond's natural habitats and wildlife and reduce the impacts of urbanization on natural systems. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996) .

### **13.06.020 Statement of need.**

The Redmond City Council finds that this chapter is necessary in order to:

(A) [~~A.~~] Ensure proper maintenance of all stormwater facilities within Redmond by setting minimum operating standards for inspection, maintenance, and repair of stormwater facilities.

(B) [~~B.~~] Comply with Washington Department of Ecology (Ecology) regulations and requirements for local governments, including requirements of the Western Washington National Pollution Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit (NPDES Phase II Permit).

(C) [~~C.~~] Prevent contamination and/or degradation of surface waters, groundwater, and/or wildlife habitats within the contiguous city limits. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.030 Purpose.**

The provisions of this chapter are intended to:

(A) [~~A.~~] Provide standards and procedures for inspection, maintenance and repair of stormwater facilities in Redmond to help contribute to an effective, functional stormwater drainage system.

(B) [~~B.~~] Authorize the Redmond Stormwater Utility to require that stormwater drainage systems be managed, inspected, maintained, and repaired in conformance with this chapter.

(C) [~~C.~~] Establish the minimum level of compliance which must be met.

(D) [~~D.~~] Guide and advise all who conduct inspection, maintenance, and repair of stormwater facilities.

(E) [~~E.~~] Prevent pollutants from leaking, spilling, draining or being dumped into any public or private stormwater drainage system, into groundwater, or directly into surface water bodies. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.040 Definitions.**

For the purpose of this chapter, the following definitions shall apply:

- "AKART" means all known, available and reasonable methods of prevention, control, and treatment. Terminology from Washington State Pollution Control Act, RCW 90.48.010 [~~90.40.010~~] and 90.48.520.

~~[• "CLEAN WATER ACT" MEANS THE FEDERAL WATER POLLUTION CONTROL ACT (33 USC SECTION 1251 ET SEQ.), AND ANY SUBSEQUENT AMENDMENTS THERETO.]~~

- "Director" means the Director of Public Works and/or his or her designees.
- "Groundwater" means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.
- "Hazardous materials" means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
- "Hyperchlorinated" means water that contains more than 10 mg/Liter chlorine.
- "Illicit connection" means any man-made conveyance that is connected to a **stormwater drainage system**~~[MUNICIPAL SEPARATE STORM SEWER]~~ that discharges non-stormwater. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, hoses, above ground piping, or outlets that are connected directly to **a**

**stormwater drainage system** [~~THE MUNICIPAL SEPARATE STORM SEWER SYSTEM~~].

- "Illicit discharge" means any direct or indirect non-stormwater discharge to any portion of any stormwater drainage system, groundwater, or surface water except as expressly allowed by this chapter.
- "Minimum Maintenance Standards" means the maintenance, inspection and repair standards that are described in the [~~CURRENTLY ADOPTED~~] City of Redmond [~~CLEARING, GRADING, AND~~] Stormwater [~~MANAGEMENT~~] Technical Notebook.
- "National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit" means a permit issued by the Environmental Protection Agency (EPA) (or by the Washington Department of Ecology under authority delegated pursuant to 33 USC Section 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.
- "Non-stormwater discharge" means any discharge to the stormwater drainage system that is not composed entirely of stormwater.

- "Person" means any individual, partnership, corporation, association, organization, cooperative, public or Municipal Corporation, agency of the state, local government unit, or other entity recognized by law and acting as either the owner of a premises or as the owner's agent.
- "Pollutant" means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; soaps and detergents labeled as non-toxic or environmentally friendly; and noxious or offensive matter of any kind.

- "Premises" means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.
- "Source control best management practice" or "BMP" means schedules of activities, prohibitions or practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and structural or managerial practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater drainage systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.
- "Stormwater" means that portion of precipitation that does not naturally infiltrate, evaporate, or become transpired by vegetation, that becomes surface runoff, interflow, infiltrated by a constructed infiltration facility, or collected by the stormwater drainage system.
- "Stormwater drainage system" means the system that collects, conveys, and stores surface water and

stormwater runoff, both publicly or privately owned systems, including but not limited to any roads with drainage systems, gutters, curbs, inlets, storm drains, pipes, ditches, pumping facilities, infiltration facilities, retention and detention facilities, water quality treatment facilities, streams, swamps, closed depressions, wetlands, Lake Sammamish, and other drainage structures and appurtenances, both natural and artificial.

- "Stormwater Pollution Prevention Plan" means a document which describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996) .

#### **13.06.050 Maintenance requirements.**

*Repealed by Ord. 2473. (Ord. 1870 § 1 (part), 1996) .*



### 13.06.054 Prohibited discharges.

**(A)** ~~[A.]~~ Non-stormwater runoff discharges to the stormwater drainage system, surface water bodies, or groundwater are prohibited, unless such discharges are authorized in accordance with Chapter 173-216 WAC (State Waste Discharge Permit Program) or Chapter 173-220 WAC (National Pollutant Discharge Elimination System Permit Program).

**(B)** ~~[B. DISCHARGING POLLUTANTS TO THE STORMWATER DRAINAGE SYSTEM, SURFACE WATER BODIES, OR GROUNDWATER IS PROHIBITED.]~~ No person shall throw, drain, or otherwise discharge, cause or allow others under its control to throw, drain, or otherwise discharge pollutants into a stormwater drainage system, surface water bodies or groundwater ~~[ANY MATERIALS OTHER THAN STORMWATER]~~. If a pollutant discharge is identified it shall cease immediately and be reported to the stormwater utility immediately. Any discharge not reported within 24 hours is a violation of this chapter. ~~[POLLUTANT DISCHARGES SHALL BE REPORTED TO THE STORMWATER UTILITY WITHIN 24 HOURS.]~~

Examples of prohibited pollutants include, but are not limited to:

1. Trash or debris, including leachate from dumpsters and trash compactors.
2. Construction materials, including soil.

3. Petroleum products including but not limited to oil, gasoline, grease, fuel oil, heating oil, electrical transformer fluid.
4. Antifreeze and other automotive products.
5. Metals in particulate or dissolved form.
6. Flammable or explosive materials.
7. Radioactive materials.
8. Batteries.
9. Acids, alkalis, or bases.
10. Paints, stains, resins, lacquers, or varnishes.
11. Degreasers and/or solvents.
12. Drain cleaners.
13. Pesticides, herbicides, or fertilizers.
14. Steam cleaning wastes.
15. Soaps, detergents, ammonia.
16. Swimming pool or spa filter backwash.
17. Chlorine, bromine, and other disinfectants.
18. Heated water.
19. Domestic animal waste.
20. Sewage.
21. Recreational vehicle waste.
22. Animal carcasses.
23. Food waste, including used cooking oil.

24. Bark, lawn clippings, leaves, and branches.
25. Silt, turbid runoff, concrete, concrete wash water, cement, or gravel.
26. Dyes, excluding municipal operations dye testing.
27. Chemicals not normally found in uncontaminated water.
28. Any other process-associated discharge except as otherwise allowed in this chapter, including car washing effluent.

**(C)** ~~[(C)]~~ Hazardous materials, as defined in this chapter, shall not be allowed to enter any stormwater drainage system, infiltrate into the ground, or enter any surface water body within the contiguous city limits. All such substances shall be stored, handled and disposed in a manner that will prevent them from entering the stormwater drainage system, groundwater, or surface water bodies. Storage, handling and disposal shall be conducted in accordance with Chapters 173-304 and 173-303 WAC. Appropriate quantities of spill equipment shall be kept on site, and spill response training documented, for any site within the City that uses, stores, or otherwise handles hazardous materials on a commercial basis. (Ord. 2473 § 2 (part), 2009).

#### **13.06.058 Conditional discharges.**

**(A)** ~~[A.]~~ The following types of discharges shall not be considered illicit discharges for the purpose of this chapter if they meet the stated conditions, or unless the director and/or his or her designee determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Potable water, including water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be de-chlorinated to a concentration of 0.1 mg/L (ppm) or less, pH adjusted, if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system.
2. Lawn watering and other irrigation runoff are permitted but shall be minimized.
3. De-chlorinated swimming pool, **spa and hot tub** discharges. These discharges are allowed only if no other option, such as discharging to a sanitary sewer, is available. These discharges shall be de-chlorinated to a **total residual chlorine** concentration of 0.1 mg/L (ppm) or less, pH adjusted, **and deoxygenized** if necessary and in

volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system.

**Discharges shall be thermally controlled to prevent an increase in temperature of the receiving water.**

**Swimming pool cleaning wastewater and filter backwash shall not be discharged to the stormwater system.**

4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents or chemicals of any kind. Wash water is required to be kept at a minimum. Pressure washing that results in paint or other building materials in wash water is prohibited from entering the stormwater drainage system. Street flushing at construction sites is prohibited in Redmond.

5. Fire Sprinkler System Flushing. These discharges are allowed only if no other option, such as discharging to a sanitary sewer, is available. Sprinkler system flushing water with any chemicals added is prohibited in the stormwater drainage system. Sprinkler system flushing water discharges shall be de-chlorinated to a concentration of 0.1 mg/L (ppm)

or less, pH adjusted, if necessary and discharged in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system.

6. Non-stormwater discharges covered by an individual or general NPDES permit; provided, that the discharge is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations.
7. Other non-stormwater discharges. The discharges shall be in compliance with requirements of a Stormwater Pollution Prevention Plan (SWPPP) reviewed and approved by the City of Redmond, which addresses control of such discharges by applying all known and reasonable technologies (AKART) to prevent contaminants from entering surface water and groundwater. The City of Redmond shall require a SWPPP in the event that non-stormwater discharges are not being controlled. (Ord. 2473 § 2 (part), 2009) .

#### **13.06.060 Minimum requirements.**

*Repealed by Ord. 2473. (Ord. 1870 § 1 (part), 1996) .*

### **13.06.062 Allowable discharges.**

**(A)** ~~[A.]~~ The following types of discharges shall not be considered illicit discharges for the purposes of this chapter unless the director and/or his or her designee determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Diverted stream flows.
  2. Rising groundwater.
  3. Uncontaminated groundwater infiltration as defined in 40 CFR 35.2005(20).
  4. Uncontaminated pumped groundwater.
  5. Foundation drains.
  6. Air conditioning condensation.
  7. Irrigation water from agricultural sources that is commingled with urban stormwater.
  8. Springs.
  9. Water from crawl space pumps.
  10. Footing drains.
  11. Flows from riparian habitats and wetlands.
  12. Discharges from emergency fire fighting activities.
- (Ord. 2473 § 2 (part), 2009).

#### 13.06.064 Prohibition of illicit connections.

**(A)** ~~[A.]~~ The construction, use, maintenance, or continued existence of illicit connections to the stormwater drainage system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection. Illicit connections shall be corrected immediately upon discovery. Once an illicit connection is identified, the person responsible for the connection shall immediately cease to discharge waste through the connection.

**(B)** ~~[B.]~~ A person is considered to be in violation of this chapter if the person connects a line, inclusive of temporary connections, conveying waste water to the stormwater drainage system, or allows such connection to continue with knowledge of such connection. (Ord. 2473 § 2 (part), 2009).

#### 13.06.066 Requirement of source control best management practices.

**(A)** ~~[A.]~~ **"Applicable"** ~~[OPERATIONAL]~~ source control best management practices (BMPs) **in Volume IV of the current Stormwater Management Manual for Western Washington** ~~[, —ADOPTED]~~



~~BY THE CITY OF REDMOND CLEARING, GRADING, AND STORMWATER MANAGEMENT TECHNICAL NOTEBOOK,]~~ shall be used to reduce or eliminate the release of pollution citywide. ~~[GENERATED BY THE LAND USE(S) AND/OR POLLUTION GENERATING ACTIVITIES. THE DIRECTOR AND/OR HIS OR HER DESIGNEE MAY REQUIRE [OPERATIONAL SOURCE CONTROL BMPs TO ELIMINATE THE ENTRAINMENT OF POLLUTANTS TO THE MAXIMUM EXTENT PRACTICAL].~~

(B) [B.] "Recommended" [STRUCTURAL] source control BMPs in Volume IV of the current Stormwater Management Manual for Western Washington ~~[, ADOPTED BY THE CITY OF REDMOND CLEARING, GRADING, AND STORMWATER MANAGEMENT TECHNICAL NOTEBOOK,]~~ shall be used to reduce or eliminate the release of pollution citywide. "Recommended" source control BMPs are identified by land use and specific business types. ~~[GENERATED BY DEFINED LAND USE(S) AND POLLUTION GENERATING ACTIVITIES.]~~ The City may require additional "recommended" ~~[STRUCTURAL]~~ source control BMPs if such structures/facilities are deemed necessary by the director and/or his or her designee to eliminate an ongoing release of pollution~~[ENTRAINMENT OF POLLUTANTS IN STORMWATER RUNOFF]~~. (Ord. 2473 § 2 (part), 2009).

#### **13.06.068 Maintenance requirements.**

**(A)** ~~[A.]~~ All stormwater drainage systems in the City of Redmond shall be maintained according to this chapter and the minimum maintenance standards detailed in the ~~[CURRENTLY ADOPTED]~~ City of Redmond ~~[CLEARING, GRADING, AND]~~ Stormwater ~~[MANAGEMENT]~~ Technical Notebook.

~~[B. THE REDMOND STORMWATER UTILITY SHALL PROVIDE A CONCISE DOCUMENT OUTLINING MINIMUM REQUIREMENTS FOR MAINTENANCE AND REPAIR OF THE STORMWATER DRAINAGE SYSTEM].~~

**(B)** ~~[C.]~~ All stormwater drainage systems shall be inspected by the City on a periodic basis, as described in Section [13.06.130](#) (Inspection Schedule). If, during an inspection, a facility is found not to be in compliance with the minimum maintenance standards, **inspection** ~~[ALL SUBSEQUENT INSPECTION AND MAINTENANCE INTERVALS]~~ may be scheduled more frequently ~~[IF DETERMINED BY THE DIRECTOR AND/OR HIS OR HER DESIGNEES TO BE NECESSARY]~~ in order to assure **the stormwater drainage system functions as designed** ~~[FUTURE COMPLIANCE]~~.

**(C)** ~~[D.]~~ Where abatement and/or repair is found necessary to correct health or safety problems, to control pollutants from entering the stormwater drainage system, to prevent surface water or groundwater quality degradation, or to remove pollutants that have entered the stormwater drainage system,

such work shall be completed immediately by the owner or operator of the stormwater drainage system.

(D) ~~[E.]~~ Where maintenance and/or repair is found necessary during inspection, and the maintenance is not of emergency nature as detailed in subsection (D) of this section, maintenance shall be performed in accordance with the maintenance schedule established by the ~~[CURRENT CITY OF REDMOND CLEARING, GRADING, AND]~~ Stormwater ~~[MANAGEMENT]~~ Technical Notebook. (Ord. 2473 § 2 (part), 2009).

#### **13.06.070 Disposal of waste from maintenance activities.**

(A) ~~[A.]~~ Disposal of waste from maintenance activities shall be conducted in accordance with the current National Pollution Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit. ~~[CURRENT CITY OF REDMOND CLEARING, GRADING, AND STORMWATER MANAGEMENT TECHNICAL NOTEBOOK.]~~

(B) Disposal of ~~[SOLID WASTE]~~ solids collected or generated from maintenance activities required by the City of Redmond shall be documented and provided to the Stormwater Utility after maintenance occurs. ~~[FAILURE TO PROVIDE DOCUMENTATION SHALL BE A VIOLATION OF THIS CHAPTER.]~~

(C) Water collected and used in catch basin, runoff treatment facility and pipe maintenance activities shall be

disposed of properly. In order of preference, the following disposal methods shall be used:

(1) Discharge liquid to a wastewater sewer in a location permitted by the City of Redmond or permitted by another local government with wastewater sewer jurisdiction outside the City.

(2) Discharge of catch basin and pipe maintenance liquids may be allowed into a basic or enhanced runoff treatment facility with approval from the City of Redmond.

(3) Clear liquid removed from stormwater ponds, vaults or oversized catch basins can be returned to the stormwater system with approval from the City. Liquid allowed to be disposed back into the stormwater system shall not exceed a turbidity of 50 NTU. ~~[IN COMPLIANCE WITH THE CITY OF REDMOND CLEARING, GRADING, AND STORMWATER [MANAGEMENT] TECHNICAL NOTEBOOK.]~~

~~[B. IN ADDITION TO ANY OF THE ABOVE-MENTIONED EXISTING REGULATIONS AND GUIDELINES, THE STORMWATER UTILITY MAY DEVELOP ADDITIONAL REQUIREMENTS FOR HANDLING AND DISPOSAL OF WASTE GENERATED FROM MAINTENANCE ACTIVITIES WITHIN REDMOND WHICH, UPON ADOPTION, SHALL ALSO APPLY.] (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).~~

#### **13.06.080 Compliance required.**

Property owners are responsible for the maintenance, operation and repair of stormwater drainage systems and source control BMPs within their property. Property owners shall maintain, operate and repair stormwater drainage systems and source controls in compliance with the requirements of this chapter and the [CURRENT] City of Redmond [~~CLEARING, GRADING,~~ AND] Stormwater [MANAGEMENT] Technical Notebook. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.090 Inspection requirements.**

The Director and/or his or her designee is authorized to develop inspection procedures and maintenance requirements for all stormwater drainage systems in the City of Redmond who do not have a maintenance manual developed by the stormwater drainage system design engineer. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.100 Inspection authority.**

Whenever implementing the provisions of this chapter or whenever there is cause to believe that a violation of this chapter has been or is being committed, the director and/or his or her designee is authorized to inspect during regular working

hours and at other reasonable times all stormwater drainage systems within Redmond to determine compliance with the provisions of this chapter. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.110 Inspection procedures.**

**(A)** [~~A.~~] Prior to making any inspections on private property, the director and/or his or her designee shall present identification credentials, state the reason for the inspection and request entry.

**(B)** [~~B.~~] If the property or any building or structure on the property is unoccupied, the director and/or his or her designee shall first make a reasonable effort to locate the owner or other person(s) having charge or control of the property or portions of the property and request entry.

**(C)** [~~C.~~] If after reasonable effort the director and/or his or her designee is unable to locate the owner or other person(s) having charge or control of the property, and has reason to believe the condition of the stormwater drainage system creates an imminent hazard to persons or property, the director and/or his or her designee may enter.

**(D)** [~~D.~~] Unless entry is consented to by the owner or person(s) in control of the property or portion of the property

or unless conditions are reasonably believed to exist which create imminent hazard, the director and/or his or her designee shall obtain a search warrant, prior to entry, as authorized by the laws of the State of Washington.

**(E)** ~~[E.]~~ The director and/or his or her designee may inspect the stormwater system without obtaining a search warrant provided for in subsection (D) above, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

**(F)** ~~[F.]~~ The City of Redmond shall investigate illicit discharges in an effort to identify the source. If such discharges are tracked to a specific connection to the public stormwater drainage system, or directly to surface water or groundwater, inspection and investigation of that site will be initiated in compliance with the inspection procedures defined in this section. If the discharge is an imminent threat to public safety or the environment, emergency action shall be taken in accordance with this section. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.120 Adjustment of utility fees.**

In the event any person, whose property has previously been provided utility fee credits for on-site water quantity/quality

control, refuses to allow the Director and/or his or her designees to inspect said facility or commits a violation of this code, the Director and/or his or her designee shall cancel the water quality/quantity credits for the said property and adjust the billing rate for the said property accordingly. Whenever the Director and/or his or her designee shall make such an adjustment, a notice of adjustment shall be mailed to the owner of said property by certified mail or in person. The notice shall be deemed received when signed for by the owner or, if the owner fails or refuses to sign for the notice within the time provided by the postal service, within three days of mailing or delivery in person. The owner may request the Director and/or his or her designee to reconsider the notice and order by filing a request for such reconsideration within 10 days of receipt of the notice. The Director's and/or his or her designee's decision on any such reconsideration shall be final. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.130 Inspection and maintenance schedule.**

The Director and/or his or her designee shall establish inspection and maintenance scheduling and standards for all publicly and privately owned stormwater facilities. At a minimum, the base frequency for inspection and maintenance shall



be in accordance with the National Pollution Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit currently in effect.

~~[IN ACCORDANCE WITH THE CURRENT CITY OF REDMOND CLEARING, GRADING, AND STORMWATER MANAGEMENT TECHNICAL NOTEBOOK.]~~

Adjustment to the maintenance and inspection frequency may be authorized when found appropriate by the Director and/or his or her designee. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.140 Inspection and maintenance records.**

Private stormwater drainage system owners shall keep a maintenance log and maintenance manual on-site or within reasonable access to the site. Maintenance Manuals, as defined by the City of Redmond ~~[CLEARING, GRADING, AND]~~ Stormwater ~~[MANAGEMENT]~~ Technical Notebook, shall be transferred with ownership of the property, clearly indicating the party responsible for maintenance, and include a log of maintenance activities. Maintenance logs, and any record drawing or drainage system plan, shall be provided to the director and/or his or her designee upon request. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.150 Enforcement authority.**

The Director and/or his or her designee shall administer and enforce this chapter and shall have the authority to adopt and implement administrative procedures for such enforcement. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.160 Enforcement policy.**

Enforcement action shall be taken whenever a person has violated any provision of this chapter. The choice of enforcement action taken and the severity of any penalty shall be based on the nature of the violation, the damage or risk to the public or to public resources, and/or the degree of bad faith of the persons subject to the enforcement action. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.170 Orders.**

The Director and/or his or her designee shall have the authority to issue to an owner or person(s) representing an owner an order to maintain or repair a component of a stormwater drainage system, operational source control BMP, or structural source control BMP, to bring the stormwater drainage system in compliance with this chapter. The order shall include all

requirements detailed in RMC [1.14.100](#). (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

### **13.06.180 Penalty for violations.**

**(A)** ~~[A.]~~ Persons Subject to Penalty. Any person who violates or fails to comply with the requirements of this chapter or who fails to conform with the terms of an approval or order issued by the Mayor, the Director, and/or his or her designee, shall be subject to a civil penalty as provided in Chapter 1.14 of the Redmond Municipal Code. Each day of continued violation shall constitute a separate violation for purposes of this penalty.

**(B)** ~~[B.]~~ Aiding or Abetting. Any person who, through an act of commission or omission, aids or abets in the violation shall be considered to have committed a violation for the purposes of civil penalty.

**(C)** ~~[C.]~~ Procedure for Imposing Penalty. The procedure for notice of violation and imposition of penalties under this chapter shall be the same as for other code violations as described in Chapter 1.14 of the Redmond Municipal Code; provided, that such procedures may be initiated by either the Director and/or his or her designee.

**(D)** ~~[D.]~~ Community Service Alternative. The Director and/or his or her designee may, at his/her discretion, provide the

option for payment of all or part of any penalties incurred by any person(s) to be made in the form of community service that will be of benefit to the environment and the City. If a person decides to avail themselves of this option when offered by the Director and/or his or her designee, the Director and/or his or her designee and the person shall enter into a formal, written agreement providing for the community service. This agreement shall include in detail the description of the service(s) to be rendered by the person(s) in penalty for noncompliance of this chapter. The description shall include the hours of service needed to offset the above-mentioned penalties based on a mutually agreed upon hourly rate for service.

**(E)** ~~[E.]~~ Re-Inspection Fees. In addition to the penalties to be imposed by the Code Compliance Hearing Examiner, the Director and/or his or her designee may impose a re-inspection fee for any account or storm drainage facility found not to be within compliance of this chapter. This inspection fee shall be independent of any current or future penalties that may be incurred by the property owner for noncompliance of this chapter. Re-inspection fees shall be applied if re-inspection occurs beyond the normal routine of inspection and verification of maintenance or correction of non-stormwater discharges to the

stormwater drainage system, surface water bodies, or groundwater.

**(F)** [~~F.~~] Business License Revocation. In addition to any other penalty imposed, the Director and/or his or her designee may seek revocation of any business license held by the person violating this chapter. The Director and/or his or her designee may request that the City Clerk revoke a person's business license for any of the following reasons: (a) noncompliance with this chapter; (b) not allowing for inspection of their stormwater facility; and (c) nonpayment of any fines or inspection fees incurred by the owner of the utility account. The procedures for revocation shall be those described in Chapter 5.04 of the Redmond Municipal Code.

**(G)** [~~G.~~] Require Source Control Best Management Practices (BMPs). The City of Redmond may require source control BMPs to reduce or eliminate pollutants and non-stormwater discharges.

**(H)** [~~H.~~] Reimbursement for Abatement. If the City of Redmond utilizes Stormwater Utility funds, equipment, or staff to correct a non-stormwater discharge, abate pollution from the stormwater drainage system, or remove/disconnect an illicit connection, the Stormwater Utility will charge the responsible person for those expenses, and overhead costs, incurred. (Ord.

2473 § 2 (part), 2009; Ord. 2180 § 1 (part), 2003: Ord. 1870 § 1 (part), 1996).

#### **13.06.190 Penalties due.**

Penalties shall be due in accordance with Chapter 1.14 of the Redmond Municipal Code. (Ord. 2473 § 2 (part), 2009; Ord. 2180 § 1 (part), 2003: Ord. 1870 § 1 (part), 1996).

#### **13.06.200 Severability.**

*Repealed by Ord. 2473.* (Ord. 1870 § 1 (part), 1996).

#### **13.06.210 Abrogation and restrictions.**

It is not intended that this chapter repeal, abrogate, or impair any existing regulations, easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.220 Interpretation.**

The Director and/or his or her designee shall be responsible for interpreting the provisions of this chapter. The provisions of this chapter shall be held to be minimum

requirements in their interpretation and application. (Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.230 Conflicts.**

When any provision of any other chapter of the Redmond Municipal Code or the Redmond Zoning Code conflicts with this chapter, that which provides greater environmental protection, as determined by the Director and/or his or her designee, shall apply unless specifically provided otherwise in this chapter. (Ord. 2596 § 2 (part), 2011; Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

#### **13.06.240 State statutes and regulations adopted by reference.**

The following state statutes and administrative regulations are hereby adopted by this reference as if set forth in full, to the extent necessary to interpret and implement this chapter:

<b>A. RCWs</b>	<b>Title</b>
43.20	Drinking Water
70.95	Dangerous and Solid Waste
70.105	Dangerous Waste, MTCA, Sediment Standards
90.48	Ground Water, Surface Water, Sediment
90.54	Ground Water
90.70	Sediment

**B. WACs      Title**

173-200	Water Quality Standards for Ground Waters of the State of Washington
173-201	Water Quality Standards for Surface Waters of the State of Washington
173-216	State Waste Discharge Permit Program
173-220	National Pollutant Discharge Elimination System Permit Program
173-204	Sediment Management Standards
173-303	Dangerous Waste Regulations
173-304	Minimum Functional Standards for Solid Waste Handling
173-340	The Model Toxics Control Act Cleanup Regulation
246-290	Public Water Supplies

(Ord. 2473 § 2 (part), 2009; Ord. 1870 § 1 (part), 1996).

Section 3.      Repeal of Section. No section is proposed to  
be repealed by this ordinance.

Section 4.      Severability. If any section, sentence,  
clause or phrase of this ordinance should be held to be invalid  
or unconstitutional by a court of competent jurisdiction, such  
invalidity or unconstitutionality shall not affect the validity



